AI-27633 **7. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

CAPTION

Discussion, consideration, and approval for Hidalgo County Constable Precinct 4 to enter into a local agreement with the Palmview Police Department. The interlocal agreement is deploy Interact tecnologies software in order to give deputies access to the Texas Law Enforcement Telecommunications System (“TLETS”).

Discussion, consideration, and approval for Hidalgo County Constable Precinct 4, J.E. "Eddie" Guerra to execute said document on behalf of Hidalgo County.

BACKGROUND

document has been revised and approved by:
Josephine Ramirez Solis
Assistant District Attorney, Hidalgo County
County Affairs Section

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal/ budgetary impact.

Attachments

interlocal agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 03:50 PM
Manuel Chapa	Erika Zamora	07/21/2011 10:30 AM
Rosalinda Cantu	Rosie Cantu	07/22/2011 04:15 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Joel Rivera Started On: 07/20/2011 03:06 PM

Final Approval Date: 07/22/2011

INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT is made and entered into effective this _____ day of _____, 2011, by and between the City of Palmview (the "City" herein) and the County of Hidalgo, Texas, by and through Hidalgo County Constable Precinct #4 (the "Entity" herein), political subdivisions of the State of Texas.

WITNESSETH

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Inter-local Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City, for the purposes of performing functions of law enforcement through its Police Department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS");

WHEREAS, TLETS provides potentially valuable law enforcement related data from intra-state and inter-state sources to assist law enforcement in the investigation of crime;

WHEREAS, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the City though the Police Department;

WHEREAS, the Entity desires to access TLETS through the current authorized connection of the City to assist the Entity in the investigation of crime;

WHEREAS, the Entity's investigation of crime serves the purpose of providing police protection and promoting and protecting the safety, health and welfare of local residents;

WHEREAS, the City, by its proximity, will benefit from improved criminal investigation by the Entity; and

WHEREAS, the City desires to allow the Entity to access TLETS through the City's authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. Terms and Conditions

1. City agrees to allow Entity to access City's authorized TLETS connection for legal criminal justice purposes.
2. Entity agrees to bear any costs associated with Entity gaining access to and using City's TLETS connection.
3. Entity agrees that Entity's use of City's TLETS connection and information obtained therefrom shall at all times comply with all applicable local, state and federal regulations.
4. Entity agrees that if City determines, in its sole and absolute discretion, the Entity's connection with City's TLETS connection has any negative effect on City's computer network, terminals, operations, or any administrative function of the City or the Police Department, then City may terminate this Agreement and the server connection. City shall bear no cost or liability to Entity and the indemnification of Section 2 of Article II shall remain in full force and effect.
5. The Entity must obtain a current copy of the Criminal Justice Information System ("CJIS") Security Policy and comply with all requirements of such policy.
6. The Entity must, at time of this agreement certify that their agency personnel to be current on all required TLETS access training courses.
7. The Entity must have a person assigned as a point of contact for any matters relating to TLETS and must specify such person below.
8. The Entity agrees not to allow any personal equipment (cellular phones, laptops, computers, servers, or other data collecting devices) to access the City's TLETS connection unless so authorized by the CJIS Security Policy.
9. The Entity agrees that they must notify City immediately upon the termination or resignation of an employee or representative that is no longer officially affiliated with the Entity which has previously been granted access to TLETS through the City's authorized connection.
10. The Entity must maintain a list of contact phone numbers of vendors which grant any wireless connections to City and must immediately terminate service on any mobile or portable device which has been configured to communicate with the City in the event it becomes lost / stolen or is no longer authorized for access by either party.
11. The Entity must maintain any portable device in a secure manner. Any portable device which is not in use must be locked and secured in a manner which reasonable prevents theft. The Entity must submit documentation which indicates steps taken to ensure unauthorized viewing of such data by non-law enforcement personnel.
12. The Entity must ensure that any device configured for access to the City's authorized TLETS connection be utilized by those authorized for such access by TLETS and must submit a written policy on the disposal and / or release of printed material, media, or equipment that has contained / transmitted CJIS data. This requires paper, hard drives, CDs, DVDs, USB drives, etc…)

13. The Entity agrees that all portable devices configured to access City's authorized TLETS connection contain a licensed, functioning version of an anti-virus software which includes active updates for such software to protect the device from viruses, Trojan horses or other similar threat.
14. The Entity must ensure that any laptop connection to the City; a firewall application be used to prevent unauthorized access to it. This may be in the form of the native firewall or a third-party application. The Entity agrees to ensure the application remains updated routinely by vendor providing the software.
15. The Entity must utilize an operating system ("OS") which is maintained by the manufacturer and must ensure that it is updated as security patches are released.

II. Miscellaneous

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. To the extent provided for by the laws of the State of Texas, the Entity will indemnify and hold harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Entity, its officers, agents, servants and employees under this Agreement provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of this Agreement based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, state or representation of any kind whatsoever, which is not expressly state in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of items hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.
5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Hidalgo County, Texas.

6. This Agreement shall be binding upon and to the benefit of the City and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
8. The effective date of this Agreement shall be the date of the last of the parties to approve and ratify this Agreement.

CITY OF PALMVIEW, TEXAS

Approved and entered into on this _____ day of _____, _____

_____
Authorized Signature of CITY

ATTEST:

_____

HIDALGO COUNTY, TEXAS

County of Hidalgo, Texas by and through Hidalgo County Constable, Precinct #4

Person Executing Agreement for Entity:_____

TLETS Point of Contact: _____ Phone:_____

Approved and entered into on this _____ day of _____, _____

_____
Authorized Signature of ENTITY

ATTEST:

Approved as to Form:

Josephine Ramirez Solis
Assistant District Attorney, Hidalgo County
County Affairs Section

AI-27679 **8. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

CAPTION

Presentation by Vazaldua and Associates on Energy Efficiency and Conservation Strategy.

BACKGROUND

1st Status Update

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Presentation Only - No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/22/2011 09:09 AM
Roland Garcia	Rolando Garcia	07/22/2011 09:44 AM
Auditor's Office	Arcilia Duran	07/22/2011 01:44 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Erika Reyna Started On: 07/22/2011 08:50 AM

Final Approval Date: 07/22/2011

AI-27555 **8. B.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

CAPTION

1. Discussion, consideration, and approval of Workforce Solutions Work Experience/Subsidized Employment Agreement between Hidalgo County and Workforce Solutions.
2. Discussion, consideration, and approval of Hurricane Worksite Agreement between Hidalgo County and C2GPS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to county.

Attachments

Agreement

AGREEMENT

Form Review

Inbox	Reviewed By	Date
Roland Garcia	Rolando Garcia	07/15/2011
Budget & Management	Merlen P. Munoz	07/14/2011
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Erika Reyna Started On: 07/14/2011 11:51 AM

Final Approval Date: 07/22/2011

Workforce Solutions
Work Experience/Subsidized Employment Agreement

Workforce Solutions
3101 W Business 83
McAllen, Texas 78501
(956) 928-5000

Workforce Solutions is an equal opportunity employer/program
TDD/TTY 1-800-735-2989
Auxiliary Aids and Services Available Upon Request to Individuals with Disabilities

Revised: May 13, 2011

Dear Employer:

Welcome and thank you for your participation in the Workforce Solutions Work Experience/Subsidized Employment Program! Your commitment will enable our customers to gain valuable work experience that will help define their long-term career and educational goals. Placement at your site will provide our customers with the opportunity to explore career possibilities in expressed fields of interest, while providing you the opportunity to observe their potential at no monetary expense to your business during the contract period.

As a work experience site, you will be providing training, leadership, role modeling, guidance about the work place and career exploration. We appreciate that you have agreed to be part of our Program and we acknowledge the potential that this partnership promises to build within our community. You are helping to contribute to our goal of further developing personal and professional strengths within the future employees of the Lower Rio Grande Valley.

We are hopeful that this partnership will be a lasting one so a member of our staff will be acting as a worksite facilitator to answer any questions or address any concerns that you might have regarding our customers.

We are confident that this partnership will be a positive and rewarding experience for everyone involved. Thank you for supporting our vision and please do not hesitate to contact your worksite facilitator should you have any questions or need any assistance.

Sincerely,

_____

Workforce Solutions
Business Solutions Representative

WORKFORCE SOLUTIONS
WORK EXPERIENCE/SUBSIDIZED EMPLOYMENT
AGREEMENT

I. Parties to the Agreement

Workforce Solutions
3101 W Business 83
McAllen, Texas 78501
(956) 928-5000

Contact Person:

Work Experience Site:
Address:
City:
State:
Zip:
Phone:

Assigned Work Experience Site Supervisor's Name:
Effective date of Contract: ----------

This agreement is made between **Workforce Solutions authorized agent,** and _____; hereafter, referred to as "work experience site", for Work Experience/Subsidized Employment participation under the Workforce Investment Act & Personal Responsibility Act and/or the TANF Emergency Contingency Fund.

For Office Use Only:

Industry: _____

Youth Contract #:_____ Adult Contract #:_____

II. Purpose of the Program

The purpose of the Workforce Solutions Work Experience/Subsidized Employment activity is to provide opportunities to customers with limited or no work experience and effective comprehensive services that improve leadership abilities and provide customers with exposure to the world of work, these services will improve employability of customers to ensure self-sufficiency is achieved.

This program serves Youth (ages 16 to 21) and Adults (ages 18 and older). Wages are paid by Workforce Solutions (except as stated under IX.1). The work experience site is not required to retain the customer upon completion of the program, but employment opportunities are encouraged.

III. Work Experience Site Conditions and Requirements

The following responsibilities are made a part of this agreement.

1. Work Experience Site's assigned supervisor(s) must go through a supervisor's orientation.
2. Submit a written job description/expected performance (will become part of agreement).
3. Provide supervision (and if required), safety training, supplies and equipment to perform the work.
4. Accurately report work hours using the Youth/Adult Work Experience Payroll Timesheet.
5. Evaluate each customer's performance.
6. Contact Workforce Solutions contact person when customer or training related problems occur.
7. Notify Workforce Solutions if or when change in supervision occurs.
8. A Work Experience Site:
    - May not displace a current employee to replace with a Work Experience/Subsidized Employment customer (including partial displacement such as reduction in the hours or overtime work, wages, or employment benefits).
    - May not assign customers to perform work that: a.) engages in political patronage, lobbying or other political activities; b.) are of a religious or anti-religious organization; or c.) partake in any tasks not allowed under Child Labor Laws.
    - Must comply with the Non-Traditional Employment Act of 1991.
    - May not compromise existing contracts for services or collective bargaining agreement, and the Work Experience/Subsidized Employment customer may not be inconsistent with the terms of any collective bargaining agreement without the written concurrence of the labor organization.
    - Shall not use a customer to fill a job opening (1) when another individual is on layoff from the same or substantially equivalent job, or (2) when the work experience site has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by utilizing Work Experience/Subsidized Employment whose wages are subsidized at current minimum wage level
    - No work experience site officer or employee will allow the placement of a member of his/her immediate family under his/her supervision. Immediate family includes: wife, husband, mother, father, brother, sister, son, daughter, brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, niece, step-parent or step-child.
    - May not create jobs for customer in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

- A Work Experience/Subsidized Employment customer will not be denied training or other job opportunities and benefits because of race, color, sex, national origin, disability, political affiliation or beliefs, or age.
- Shall comply with the Americans with Disabilities Act (ADA), and the Drug Free Work Place Act.
- A Work Experience/Subsidized Employment customer shall not participate in activities that occur in a casino or other gambling establishments, aquarium, zoo, golf course, or swimming pool.

V. Workforce Solutions' Responsibilities

Workforce Solutions will:

1. Provide group or individual orientation to work experience site's assigned supervisor(s), prior to the assignment of a customer.
2. Provide customer compensation for hours worked (refer to section IX of this agreement)
3. Provide coverage under Texas Liability Insurance
4. Determine accomplishments to be achieved by customer, in coordination with worksite
5. Conduct a survey for compliance with the ADA.
6. Assign a single point of contact assigned to this agreement for questions/concerns.

VI. Termination of Customer

Customer(s) must adhere to Work Experience Site's personnel policies. A work experience site can request that a customer be terminated, for just cause, at any time. Workforce Solutions is available at all times should problems arise, and will attempt to resolve the problem to the worksite's satisfaction.

VII. Accidents (Liability Insurance)

Workforce Solutions covers the customer's worker's liability insurance in the event an accident occurs on the work experience site. In case of an accident, the worksite must ensure medical services are rendered immediately and notify emergency contact persons. Worksite must also notify Workforce Solutions and Unique HR Risk Management Department (800) 824-8367 within 24 hrs of any accident. After hours or on weekends, call (361) 877-3357.

VIII. Customer Evaluations

Workforce Solutions and work experience site supervisor will conduct a joint evaluation of customer's performance every ninety days while enrolled in the program.

PROCEDURES FOR EVALUATION:

1. The same supervisor must evaluate the customer throughout the work experience period, unless a change in supervisors occurs and is documented.
2. Customer must remain performing the same work throughout the evaluation period.

3. A final evaluation must be completed for each participant at the conclusion of their employment experience.

IX. Monitoring Activities

Workforce Solutions will monitor worksite for:

1. Procedures and/or controls to record and maintain accurate time and attendance records.
2. Completed evaluations.
3. General work conditions (safety, sanitary, etc.).
4. Supervisor to customer ratio (if applicable) and presence of supervision.
5. Status of worksite as an equal employment opportunity employer, and compliance with ADA.

X. Customer Compensation

1. Workforce Solutions does not pay overtime and Holiday hours for customers.
2. Customers will be compensated in accordance with the Fair Labor Standards Act.

XI. Other

1. All forms incorporated herein by reference shall be construed as part of this agreement.
2. Workforce Solutions reserves the right to remove customers from the worksite(s) if any EEOC violations occur.

Termination of Agreement

This agreement is in effect, when the signatures of duly authorized representatives of the Work Experience Site Provider and Workforce Solutions are affixed, and shall be in force until terminated in writing by either party.

_____	_____
Work Experience Site Authorized Signature/Date	Workforce Solutions Authorized Signature/Date
_____	_____/ Business Solutions Representative_
Authorized Representative (Type/Print Name/Title)	Authorized Representative (Type/Print Name/Title)

Workforce Solutions

WORK EXPERIENCE/SUBSIDIZED EMPLOYMENT TRAINING
SUPERVISOR ORIENTATION

Work Experience/Subsidized Employment is a training and work experience opportunity involving placement of a Workforce Solutions program participant in a subsidized position with designated hours, tasks and staff supervision. The purpose of Work Experience/Subsidized Employment training is to improve the employability of a participant who has been unable to secure employment due to their limited work history, skills or education. Work Experience/Subsidized Employment training provides an actual "hands on" training and employment experience relevant to the participant's employment goals. In addition to learning about specific job skills, participants also gain experience as an "employee" and learn about work place expectations and behaviors. The goal of the Work Experience/Subsidized Employment training is to provide the participant an opportunity to acquire marketable work skills and training, which they can utilize to secure unsubsidized employment.

As a work experience site supervisor, your objective is to provide meaningful training and work experiences that will increase skills, instill work ethics, encourage responsibility and expand the knowledge of the world of work for the participant.

As a work experience site supervisor, you will be expected to be a positive mentor and role model who encourage the participant to succeed in this training opportunity. The partnership of the supervising team will determine the degree of success for this program, its participants, the community and our future workforce. The information listed below has been included in the work experience site supervisor orientation.

- The review and understanding of the Work Experience/Subsidized Employment Training Agreement and all required forms for placement
- Work Experience Site Supervisor responsibilities and understanding of EEO Laws, grievance procedures and injury reporting procedures
- Telephone number of Business Service Consultant/Career Counselor, and emergency telephone number for accident reporting.

I have attended the Work Experience Site supervisor orientation for the Work Experience Training Program and accept the responsibilities and objectives of the program. I further understand that the placement of a person in subsidized work experience cannot occur until a Placement Authorization Form has been signed and delivered with other required documentation as noted in the Work Experience/Subsidized Employment Agreement.

_____ _____

Training Worksite Supervisor's Signature Date

_____ _____

Alternate Supervisor's Signature Date

_____ _____

BSR Signature Date

Auxiliary Aids and Services are available upon request to individuals with disabilities. Equal Opportunity Employer/ Program
Relay Texas: 1-800-735-2989 (TDD) and 1-800-735-2988 (Voice) www.wfsolutions.com

HURRICANE WORKSITE AGREEMENT

This worksite agreement shall begin upon signing and end on September 30, 2011. _____ is hereinafter referred to as the Worksite, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Investment Act (WIA) Title 1 National Emergency Grant (NEG) covered under Federal Disaster Declaration FEMA.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the Hurricane disaster and to fill those jobs with eligible individuals that have temporarily or permanently lost their regular job as a result of the disaster or cannot find work as a result of the disruption to business activities caused by the Hurricane.

Unique HR will provide the direct services and be employer-of-record for participants for the National Emergency Grant.

1. Program Overview:

This NEG program shall consist of temporary work, wherein a participant referred is given job functions to perform under guidance and supervision in accordance with the job description attached hereto. It is understood that no legal employer-employee relationship is created or exists between the worksite and the participant. In agreeing to provide direction and supervision of the participant, it is understood that this does not make C2GPS or its designee liable to the Worksite or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation

The Worksite understands and agrees that no participant shall begin work until this Agreement is executed by the Worksite and C2GPS. Eligible individual workers may not work in temporary jobs under this grant for more than 1040 hours or earn more than $12,000.00 in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. Unique HR will track the participant's hours and wages.

3. Recruitment

Recruitment and eligibility determinations will be the responsibility of C2GPS. Individuals determined to be eligible for this program will be referred to the Worksite by C2GPS.

4. Responsibilities of Worksite

The following are responsibilities of the Worksite. The Worksite accepts and agrees that it shall:

A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
B. assure that it will have supervisory personnel who will act as worksite supervisors for each of the Worksite's work sites so as to provide for continuous on-site supervision of participants.
C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
D. require participants' conformance with the Worksite's Personnel Rules of Conduct.
E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Worksite's responsibilities and obligations under this Agreement.
F. notify C2GPS immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
G. be accountable for maintaining Unique HR participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to C2GPS as instructed.
H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.
J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.

K. have an inclement weather plan for any approved positions that are required to work outdoors to ensure that alternative tasks can be performed inside during inclement weather.

L. inform Unique HR and C2GPS immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.

M. notify C2GPS by telephone of any problem or concern regarding a participant's performance at a worksite as soon as possible, but at least within 24 hours of when the problem is identified.

N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.

O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.

P. ensure that the following general conditions for temporary jobs shall be complied with:
   1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
   2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
   3) there shall be no infringement of promotional opportunities for regular employees.

Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of C2GPS.

R. implement administrative controls to ensure that costs for wages and other costs that the C2GPS is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.

S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.

T. will immediately advise Workforce Solutions in writing of any actions, suits, claims or grievances filed against the Worksite, C2GPS, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of C2GPS

C2GPS accepts and agrees that it shall

A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Worksite's notice.

B. hear all grievances concerning program participant's performance at the job site.

C. provide counseling and supportive services to participants as the need is identified.

D. be responsible for distributing participant paychecks dependent on Worksite's timely submission of properly certified time sheets.

E. be responsible for contracting with a third party to act as employer of record. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Worksite Monitoring and Reporting

Worksite must determine and ensure that all temporary workers at all worksites are only performing disaster-related work activities. The Worksite shall notify C2GPS of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the jobs need to be ended.

7. C2GPS Monitoring

The Worksite shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Worksite's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Worksite at the time of the removal. This action may be taken when C2GPS, Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where C2GPS, Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

A. Sectarian Activities: The Worksite assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.

B. Collective Bargaining And Union Activities: The Worksite assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite and other parties, nor will this agreement assist, promote or deter union organization.

C. Lobbying And Political Activities: The Worksite

assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

D. Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

A. C2GPS or the Worksite may terminate the Agreement for convenience upon ten- (10) calendar day prior written notice to the other party.

B. C2GPS may terminate this Agreement in whole or in part at any time if it is determined that:

1) the Worksite has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;
2) the Worksite fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by C2GPS; or
3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to C2GPS under this Agreement, and shall be sufficient when hand delivered or mailed to C2GPS at its office at 3101 W. Business 83, McAllen, Texas, 78501. All notices required to be given to the Worksite under this Agreement shall be sufficient when hand delivered or mailed to the Worksite at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

WORKSITE:	C2GPS
WORKSITE NAME	Signature
Name of Authorized Representative for Worksite	Name of C2GPS Representative
Date:	Date:

AI-27644 **9. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Pete Lobato, 139th DC **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

CAPTION

139th DC:
Requesting approval for reimbursement of travel expenses to Judge Jose Roberto "Bobby" Flores in the amount of $ 252.30 while attending Criminal Evidence Conference on June 12-17, 2011

BACKGROUND

1-1100-412-00-003-001-0-583

Attachments

travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	07/20/2011 04:18 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Monica Badillo Started On: 07/20/2011 04:03 PM

Final Approval Date: 07/22/2011

RECEIVED
COUNTY AUDITOR
2011 JUL 18 PM 3:12

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

COPY

EMPLOYEE NAME: JOSE ROBERTO "BOBBY" FLORES — DEPARTMENT: 139TH DISTRICT COURT

TRAVEL TO CITY: RENO — STATE: NEVADA

DEPARTURE DATE: 6/12/2011 — RETURN DATE: 6/17/2011

TIME OF DEPARTURE: 4:00 AM — TIME OF RETURN: 11:00 PM

PURPOSE OF TRIP: ATTEND THE "CRIMINAL EVIDENCE" CONFERENCE (THE NATIONAL JUDICIAL COLLEGE) IN RENO, NEVADA

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

	DATES OF TRAVEL FOR YEAR						2011
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	6/12	6/13	6/14	6/15	6/16	6/17	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE -	(MILEAGE RATE) 0.51	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)							-
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	2						
With Receipts = 1 / Without Receipts = 2	1	1	1	1	1	1	
Breakfast ($9 per diem)	16.60	18.21				18.21	
Lunch ($12 per diem)	13.95					28.45	
Dinner ($18 per diem)	8.97	16.10	13.95	58.98		8.88	
Total Actual Meal Expense	39.52	34.31	13.95	58.98	-	55.54	
Total Allowable Meal Expense per County Policy (County Employee)	39.52	34.31	13.95	58.98	-	55.54	202.30
Other (Please explain below):	25.00					25.00	50.00
Explanation Notes:	BAGGAGE FEES						

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations, Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

HIDALGO COUNTY BUDGET OFFICE
11 JUL 18 PM 3:

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 252.30
AMOUNTS ADVANCED TO EMPLOYEE ON	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 252.30
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Bobby Flores 7-15-11
EMPLOYEE SIGNATURE — DATE

APPROVED BY: Bobby Flores 7-15-11
DIVISION DIRECTOR/SUPERVISOR — DATE

APPROVED FOR PAYMENT BY: Bobby Flores
DEPARTMENT HEAD

1-1100-412-00-003-001-0
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/11)

Note: This report is due no later than 20 calendar days of return from travel.

Home > **Thank You for Choosing Continental Airlines**

Thank You for Choosing Continental Airlines

EC081841

Purchase Summary

1 Adults (age 18 to 64)	**$552.00**
Additional Taxes/Fees	**$38.30**
Total Price	**$590.30**

Payment Information
Name of Cardholder: **Bobby Flores**
Card Type: **American Express**

OnePass Members: Upon completion of this itinerary, you will earn up to **3,692 OnePass miles.***

Flight Details

Continental Confirmation Number **AN7N3N**

Sun., Jun. 12, 2011 | McAllen, TX (MFE) to Reno, NV (RNO)

Depart:	Arrive:	Flight Time:	OnePass Miles/ Elite Qualification*:	
5:25 a.m. **Sun., Jun. 12, 2011** McAllen, TX (MFE)	**6:30 a.m.** **Sun., Jun. 12, 2011** Houston, TX (IAH - Intercontinental)	1 hr 5 mn	**316 /100%**	Flight: **CO1585** Aircraft: **Boeing 737-500** Fare Class: **Economy (T)**

Change Planes. Connect time in Houston, TX (IAH - Intercontinental) is 3 hours 10 minutes.

Depart:	Arrive:	Flight Time:	OnePass Miles/ Elite Qualification*:	
9:40 a.m. **Sun., Jun. 12, 2011** Houston, TX (IAH - Intercontinental)	**11:22 a.m.** **Sun., Jun. 12, 2011** Reno, NV (RNO)	3 hr 42 mn Travel Time: **7 hr 57 mn**	1,530 /100% Total Miles: **1,846**	Flight: **CO1470** Aircraft: **Boeing 737-800** Fare Class: **Economy (T)** Meal: **Meals for Purchase** **No Special Meal Offered.**

Fri., Jun. 17, 2011 | Reno, NV (RNO) to McAllen, TX (MFE)

Depart:	Arrive:	Flight Time:	OnePass Miles/ Elite Qualification*:	
12:33 p.m. **Fri., Jun. 17, 2011** Reno, NV (RNO)	**6:05 p.m.** **Fri., Jun. 17, 2011** Houston, TX (IAH - Intercontinental)	3 hr 32 mn	**1,530 /100%**	Flight: **CO1480** Aircraft: **Boeing 737-800** Fare Class: **Economy (V)** Meal: **Meals for Purchase** **No Special Meal Offered.**

Change Planes. Connect time in Houston, TX (IAH - Intercontinental) is 3 hours 5 minutes.

Depart:	Arrive:	Flight Time:	OnePass Miles/ Elite Qualification*:	
9:10 p.m. **Fri., Jun. 17, 2011** Houston, TX (IAH - Intercontinental)	**10:20 p.m.** **Fri., Jun. 17, 2011** McAllen, TX (MFE)	1 hr 10 mn Travel Time: **7 hr 47 mn**	316 /100% Total Miles: **1,846**	Flight: **CO511** Aircraft: **Boeing 737-800** Fare Class: **Economy (L)**

Traveler(s)

Mr. Jose Roberto Flores

Seat Assignments: MFE - IAH: 26D
IAH - RNO: 34D
RNO - IAH: 27D

Special Meals Request: Not applicable for this itinerary
TripAlert: Active
Frequent Flyer: CO-EK081841

Breakfast 6/12

Paradies Airport Shops - Houston
George Bush Houston Intl Airport
Houston, TX
281 233 7171

FIJI WATER 1 LITER 28382721000
2 69 T
EO RAW ALMONDS 27328209000
3.99 N

TOTAL	$6 88
CASH	$7.00
CHANGE	$0 12

ITEMS 2
06/12/2011 09:01AM 0363 02 [illegible]

Bon Bistro
Terminal E
Houston, TX 77032
PHONE: 281-621-1042

06/12/11 6:41 AM
Table
Order 1678
Server 146 Silvia

1 PT Breakfast	4.99
1 Muffin	2.19
1 BTL Water	1.95
Taxable:	9.13
Sub-Total:	9.13
Taxes:	0.59

Total Due: 9.72

Cash:	20.00
CHANGE DUE:	10.28

GRATUITY NOT INCLUDED
THANK YOU!

Lunch 6/12

[illegible] HOUSE A GO GO
HARRAHS RENO

[illegible] DATE

[illegible] B5/1 [illegible] 0172 GST 1
JUN12 [illegible] 3PM

[illegible] MISH BURGER 12.95

Food	12.95
Tax	1.00
Total Paid	13.95
QUICK CASH	20.00
Change Due	6.05

107027 CLOSED JUN12 3:16PM

Tip :

Total :

Walgreens
There's a way

470 10 2858 05295 027

RFN# 05.9-5272-8588-1106-1220

ARRW WTR 16.90Z 6S		2.99	SALE
ARRW WTR 16.90Z 6S		.00	SALE
1 @ 1/ 2.99 - 2/ 2.99			
WALG CASHEWS 6.75Z	1	2.99	SALE
WALG TRATL MIX 12Z	1	2.99	SALE
DLX GOLF	1A	9.99	
SUBTOTAL		18.96	
A=7.725% SALES TAX		.77	
TOTAL		19.73	
[illegible]		20.00	
CHANGE		.27	
WAG ADVERTISED SAVINGS:		5.29	
YOUR TOTAL SAVINGS:		5.29	

750 N Virginia Street Reno, NV
STORE (775)337-8703

OPEN 24 HOURS
THANK YOU

SAVE ON YOUR PRESCRIPTIONS BY JOINING
WALGREENS PRESCRIPTION SAVINGS CLUB
SEE PHARMACY FOR DETAILS

JUNE 12, 2011 5:13 PM

Dinner 6/12

Breakfast 6/13

HASH HOUSE
[illegible]

[illegible]12 DEBI

TBL H3/1 [illegible] GST
[illegible]

1 PANCAKE TRACTOR B1- 12.95
Pecan
1 LG MILK 3.95

Subtotal 16.90
Tax 1.31
Payment Due $18.21

Dinner 6/13

HASH HOUSE A GO GO
HARRAHS RENO

[illegible] SHIRLEY 1

[illegible] 31/2 CHK 9633 GST 1
JUN13'11 8:46[illegible]

1 #1 MUSH/SWISS 14.95
$salad

Food 14.95
Tax 1.15
Payment Due $16.1[illegible]

[illegible] :

[illegible] :

[illegible] :

Signature :

Thank you for visiting

Lunch 6/13
Provided by Conference (National Judicial College)

Dinner 6/14

HASH HOUSE A GO GO
HARRAHS RENO

107009 DAN

TBL 85/1 CHK 9965 GST 1
JUN14'11 7:25PM

1 #1 MUSH/SWISS fries 12.95

Subtotal 12.95
Tax 1.00
Payment Due $13.95

Lunch 6/14
Provided by the National Judicial College

Dinner 6/14

[illegible] Steakhouse Steak House
[illegible] North Virginia Street
Reno, NV 89501
(775) 322-5555

[illegible] Page: 1

[illegible] 12/1 [illegible] Chk: 3134 [illegible] Tbl: 1
[illegible] 6:16:11 PM [illegible]

1 Calamari	8.95
1 Bruschetta	11.95
1 [illegible] Ribeye	1.75
1 Veg Egg Rn.	7.25
Subtotal	50.75
Sales Tax	4.06
[illegible] Total Due	[illegible] 54.81

Gratuity will be [illegible] by
your Chef and Server

Thank You for Joining Us

For your convenience we are
providing the following
gratuity calculations*

15% is 08.25
18% is 9.10.47
20% is $11.00
25% is $13.70

THANK [illegible]

Lunch 6/14
Provided by the
National Judicial College

Breakfast 6/17

[illegible]

Dinner 6/17

[illegible]

THE LITTLE CREAMERY
TERMINAL E
BUSH INTCT AIRPORT
#139 TN
[illegible]
[illegible]
[illegible]

[illegible] .53
TOTL 4.28
CASH 5.00
CHNG .72
FOR COMMENTS
(713) 747 2425
THANK YOU

ACCT#
[illegible]

Lunch 6/17

PAPPADEAUX
Where fresh meets festive

Pappadeaux Seafood Kitchen (640)
3950 S Terminal Rd (IAH)
Houston, TX 77032
(281) 821-7684

0559c Table 73 #Party 1
MARICELLA N SvrCk: 23 18:32 06/17/11
DINE IN

1 La. Seafood Gumbo (bowl)	8.29
1 Lobster Seafood Salad	17.99
Sub Total:	26.28
Tax:	2.17
06/17 19:14 TOTAL:	28.45

```
****************************************
*     Talk to us about the service     *
*        you received today at         *
*        www.TellPappadeaux.com        *
*    You could INSTANTLY WIN an iPod.  *
*Plus receive 10 CHANCES to WIN $1,000!*
*  CASH & iPod PRIZES available to be  *
* WON DAILY! or receive 1 chance to win*
*       by calling 1-888-503-0881.     *
****************************************
```

	AMT-TEND	CHANGE	TALLY
Cash	100.00	0.00	
ISSUE		71.55	28.45
			28.45

06/17/11 19:14

THE LITTLE CREAMERY
TERMINAL E
BUSH INTCT AIRPORT
#140 TN
[illegible]
[illegible]

[illegible]
TOTL 4.60
CASH [illegible]
CHNG .40
FOR COMMENTS
(713) 747 2425
THANK YOU

ACCT#
[illegible]

THE NATIONAL JUDICIAL COLLEGE

Est. 1963

Education | Innovation | Advancing Justice

This certificate is awarded to

JOSE R. FLORES

Participant

In recognition of faithful completion of

CRIMINAL EVIDENCE

In witness whereof this certificate has been signed by the Chair of the Board of Trustees and the President of The National Judicial College at the University of Nevada, Reno.

June 16, 2011

Maybel Batjer, NJC Board of Trustees Chair

William F. Dressel, NJC President

AI-27607 **10. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Anacleto Martinez **Submitted By:** Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

CAPTION

1. Authorization and Approval of interlocal agreement for E9-1-1 Public Safety Answering Point (PSAP) Services between the Lower Rio Grande Valley Development Council (LRGVDC) and Hidalgo County.
2. Authorization for County Judge as authorized official to sign two copies of agreement.

BACKGROUND

The agreement is effective 09/01/11 to 08/31/13.

The agreement "is needed in order to continue providing your orgainzation with the necessary service and equipment to answer 9-1-1 emergency calls".

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Explanation regarding fiscal impact to County will be addressed during presentation of agenda item.

Attachments

PSAP.Agreement

Form Review

Inbox	Reviewed By	Date
Pat Medina	Emilia Uriegas	07/20/2011 04:57 PM
Budget & Management	Merlen P. Munoz	07/21/2011 08:00 AM
Manuel Chapa	Manuel Chapa	07/22/2011 04:05 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Emilia Uriegas Started On: 07/19/2011 04:34 PM

Final Approval Date: 07/22/2011

Lower Rio Grande Valley Development Council

Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... President
Hon. Norma G. Garcia, Member-at-Large ..... 1st Vice-President
Mayor Steve Brewer, La Feria ..... 2nd Vice-President
Mayor Tony Martinez, Brownsville ..... Secretary
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... Treasurer
Mayor Chris Boswell, Harlingen ..... Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Roel Landa
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Jim Darling
Commissioner, McAllen

Ruben Guajardo
Commissioner, Mercedes

Norie Gonzalez Garza
Council Member, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Armando Garza
Commissioner, San Juan

Robert J. Garza
Commissioner, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

J. Shane Cameron
Willacy Navigation District

Don Medina
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

July 7, 2011

Hidalgo County

RE: Public Safety Answering Point (PSAP) Interlocal Agreement Renewal for FY 2012-2013

To city council,

Enclosed you will find Lower Rio Grande Valley Development Council (LRGVDC) FY 2012 -2013 PSAP Interlocal Agreement forms. This agreement is needed in order to continue providing your organization with the necessary service and equipment to answer 9-1-1 emergency calls. This agreement must be returned to the LRGVDC no later than August 15, 2011.

Please give me a call at (956) 682-3481 ext 176 if you have any questions on regarding this interlocal agreement.

Sincerely,

Sergio Castro
9-1-1 Assistant Director

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (RPC) is a regional planning CSEC and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the CSEC on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **Hidalgo County Sheriff's Office** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the CSEC.

1.3 The CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning CSECs implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the CSEC and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days

prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Hidalgo County Sheriff's Office** PSAP(s) located at **711 E. El Cibolo Rd. Edinburg, Texas 78541**;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **Hidalgo County** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies as necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Lower Rio Grande Valley Development Council
311 N 15TH ST
McAllen, TX 78501

Note: Due to relocation of LRGVDC's offices, please confirm address before returning signed copies by mail.

The Local Government's address is:

Hidalgo County Sheriff's Office
711 E El Cibolo Rd
Edinburg, Texas 78541

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2011 and shall terminate on August 31, 2013.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Lower Rio Grande Valley Development Council

By: _____

Printed Name: Kenneth N. Jones Jr.

Title: Executive Director

Date: _____

Hidalgo County

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Hidalgo County Sheriff's Office**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

See Attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council

By:_____

Printed Name: Kenneth N. Jones Jr.

Title: Executive Director

Date:_____

Hidalgo County

By:_____

Printed Name:_____

Title:_____

Date:_____

Attachment B

Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Lower Rio Grande Valley Development Council** (RPC) and **Hidalgo County Sheriff's Office** (Local Government) dated _____, 20___, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 - Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;

ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)

ii. Printers

iii. Recorders (as funding allows)

Section 2.0 - Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1@wscicom.com.

Attachment C
Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

2.7 Operations:

Local Government shall:

Attachment C
Scope of Work (continued)

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for street addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

Attachment C
Scope of Work (continued)

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for: address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner court, and/or service contract amendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day); and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. CSEC Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. CSEC Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

Attachment F
Acronyms

LRGVDC -	Lower Rio Grande Valley Development Council
CSEC -	Commission on State Emergency Communications
APCO -	Association of Public-Safety Communications Officials
NENA -	National Emergency Number Association
RPC -	Regional Planning Commissions
PPS -	Program Policy Statements
UGMS -	Uniform Grant Management Systems
TCLEOSE -	Texas Commission on Law Enforcement Officers Standards & Education
PSAP -	Public Safety Answering Point / Local Government
ADA -	Americans with Disabilities Act of 1990
TDD -	Telecommunications Device for the Deaf
TTY -	Teletypewriter
UPS -	Uninterruptible Power Supply
CPE -	Customer Premise Equipment
ANI -	Automatic Number Identification
ALI -	Automatic Location Identification
GPS -	Global Positioning System
GIS -	Geographic Information System
RTX -	Re-transmit / Re-bid
MSAG -	Master Street Address Guide
DBMS -	Database Management System
NRF -	No Record Found
TNCR -	Telephone Number Change Request
EMS -	Emergency Management System

Attachment G
SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for E911 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable E911 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed.

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry, level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 7'6" under girders or other obstructions throughout the equipment is needed.

2.2.4 A sheet of 3/4 inch plywood, mounted 2 feet from the floor, shall be provided for mounting cross connect blocks and other E911 equipment. The plywood shall be painted or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

2.3. Structural Requirements and Guidelines

Attachment G
Site Requirements (continued)

2.3.1 The site floor condition should be checked before installing E911 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the E911 equipment location should be at least 40 square feet. However, the actual size requirements will be determined and agreed upon during the LRGVDC 9-1-1 site visit.

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the E911 equipment area should be maintained in a range of 55 to 85 degrees Fahrenheit with relative humidity in the range of 20 to 55 percent.

2.4.2 E911 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 E911 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 E911 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the E911 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The E911 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

Attachment G
Site Requirements (continued)

2.6. Acoustics

2.6.1 The sound levels in the E911 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity of 30 to 100 foot-candles shall be provided around the E911 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the E911 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, the E911 equipment should be protected from water damage.

2.9. Grounding and Bonding Information, Recommendations and Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving E911 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for E911 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the E911 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve E911 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

2.9.6 The E911 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the E911 equipment manufacturer or when E911 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the E911 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

a. Dedicated grounding conductor extended from the site's earth electrode system
b. Building structural steel, provided it is bonded to the site's earth electrode system
c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
d. Metallic conduit, raceway or panel containing service conductors
e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
f. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
g. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

2.10. AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with E911 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

a. The main E911 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
b. The feeder breaker shall be designated "E911 Panel."

Attachment G
Site Requirement (continued)

2.10.4 The circuit breaker box shall be surface mounted to the wall in the E911 equipment location. The circuit breaker box shall be dedicated and used exclusively for E911 equipment.

2.10.5 The dedicated E911 AC power service cabinets shall be designated with name, number, voltage and type of service, e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. E-911 Circuits Only."

2.10.6 The conduit serving the E911 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The "serving load center" for the E911 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent E911 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the E-911 system:

a. Operator positions (both telephone sets and displays)
b. ANI and ALI controllers
c. ALI link modems and Network interfaces
d. Telephone common equipment
e. TDD/TTY devices
f. Recording devices.
g. The UPS shall be equipped with a manual by-pass switch to allow maintenance.

2.10.9 Each receptacle serving E911 equipment shall be dedicated to E911 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the E911 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated E911 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to E911 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-

current protection device for the circuit.

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the E911 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the E911 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

a. From the E911 equipment location to the room in which the attendants are located,
b. From the cable entry of the building to the 911 equipment area/room.

2.11.3 The E911 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

2.11.5 LRGVDC 9-1-1 personnel will be work with the PSAPs to comply with security requirements such as: signing logs or attending TCIC/NCIC One Day courses for Non-Operators.

Attachment H
PSAP Equipment Inventory (provided by RPC)

	Inventory List 2009		*Lower Rio Grande Valley*			
PSAP	Part Number	Serial Number	Description	Count	Price	Note: Pricing N/A
Hidalgo SO	1USHL-022HALF-7UV	NA	7" Rack Mtg Shelf	1	$50.00	Estimate
Hidalgo SO	2USHL-022FULL-20UV	NA	20" Rack Mtg Shelf	2	$65.00	Estimate
Hidalgo SO	5147369-5592	N/A	PW9120 BATTS - ADD'L TIME	2	$12,535.78	
Hidalgo SO	5147369-5592	N/A	PW9120 BATTS - ADD'L TIME	2	$12,535.78	
Hidalgo SO	5147547-5591	EB14T0008	POWERWARE 3KVA HW UPS	1	$3,195.00	
Hidalgo SO	912800/HD5		HELP DESK-VIPER	1	$0.00	n/a
Hidalgo SO	912800/SE5		S/W EVERGREEN FOR VIPER	1	$3,984.60	
Hidalgo SO	912805	DT0420333	VOIP FXO GATEWAY - 8 PORT FOR ADMIN	1	$0.00	n/a
Hidalgo SO	912806	CN724SE1ZX	24P SWTCH W/ QOS	1	$945.36	Estimate
Hidalgo SO	912806	CN821FY0NN	24P SWTCH W/ QOS	1	$945.36	Estimate
Hidalgo SO	912810	00041327315E	IP PHONE - SNOM 320	1	$135.00	Estimate
Hidalgo SO	912810	413273160	IP PHONE - SNOM 320	1	$135.00	Estimate
Hidalgo SO	912810	413274625	IP PHONE - SNOM 320	1	$135.00	Estimate
Hidalgo SO	912810	413274626	IP PHONE - SNOM 320	1	$135.00	Estimate
Hidalgo SO	912810	413274627	IP PHONE - SNOM 320	1	$135.00	Estimate
Hidalgo SO	912810	000413271A2B	IP PHONE - SNOM 320	1	$135.00	Estimate
Hidalgo SO	912811	CN724SE2XR	BACKRM POSITION ACCESS LIC	6	$0.00	n/a
Hidalgo SO	912812		PBX ACCESS LIC - PER WORKSTN	5	$0.00	n/a
Hidalgo SO	913100/51		POWER 911 V 5.0 CLIENT ACC LIC	5	$0.00	n/a
Hidalgo SO	913100/51/CD		POWER 911 V 5.0 MEDIA	1	$0.00	n/a
Hidalgo SO	913100/HD5		HELP DESK POW 911	1	$0.00	n/a
Hidalgo SO	913100/SE5		S/W EVERGREEN FOR POW 911	1	$8,351.30	
Hidalgo SO	913202		POWER 911 SVR ACC LIC	5	$0.00	n/a
Hidalgo SO	913850/G2		POSITRON VIPER ENABLING KIT	5	$0.00	n/a
Hidalgo SO	914100/HD1		HELP DESK IWS HRDWR	1	$0.00	n/a
Hidalgo SO	914101/NS	CAC744000C	IWS G2 WKSTN PC [NO MONITOR]	1	$1,999.50	
Hidalgo SO	914101/NS	CAC744001Q	IWS G2 WKSTN PC [NO MONITOR]	1	$1,999.50	
Hidalgo SO	914101/NS	CAC744001X	IWS G2 WKSTN PC [NO MONITOR]	1	$1,999.50	
Hidalgo SO	914101/NS	CAC7440020	IWS G2 WKSTN PC [NO MONITOR]	1	$1,999.50	
Hidalgo SO	914101/NS	CAC744003B	IWS G2 WKSTN PC [NO MONITOR]	1	$1,999.50	
Hidalgo SO	914101/NS	CAC744005Y	IWS G2 WKSTN PC [NO MONITOR]	1	$1,999.50	
Hidalgo SO	914120/1		IWS G2 WORKSTN - CFG & S/W	5	$2,166.15	
Hidalgo SO	914120/3		IWS OBJ SVR - CFG & S/W	1	$1,832.88	
Hidalgo SO	914202	CAC744006C	IWS G2 OBJECT SVR	1	$0.00	n/a

Hidalgo SO	914430/B		IWS DVD BACKUP SYS FOR EPRINTER	1	$1,996.57	
Hidalgo SO	914456		IWS G2 BASIC SVR REDUNDANT DISK ARRAY	1	$0.00	n/a
Hidalgo SO	914510		IWS SERIAL PORT EXPAN [4P] FOR EPRINTER	1	$0.00	n/a
Hidalgo SO	917310		Eprinter s/w & docs	1	$0.00	n/a
Hidalgo SO	917310/HD5		HELP DESK EPRINTER	1	$0.00	n/a
Hidalgo SO	9177310/SE5		S/W EVERGREEN FOR EPRINTER	1	$552.80	
Hidalgo SO	918600/11		SITE INFO & MGMT SYS [SIMS]	5	$2,825.95	
Hidalgo SO	919100/320		POWER MAP S/W	5	$14,836.30	
Hidalgo SO	919100/HD5		HELP DESK POW MAP	1	$0.00	n/a
Hidalgo SO	919100/SE5		S/W EVERGREEN FOR POW MAP	1	$992.44	
Hidalgo SO	919102		POWER MAP 3.2 ENTRPS CLIENT LIC	1	$0.00	n/a
Hidalgo SO	92000/HD5		HELP DESK MIS	1	$0.00	n/a
Hidalgo SO	920000/SE5		S/W EVERGREEN FOR POW MIS	1	$1,093.18	
Hidalgo SO	920001/40		POWER MIS 4.0 ADD'L CLIENT LIC	1	$284.16	
Hidalgo SO	920002/40		POWER MIS 4.0 DATA LIC	5	$2,992.00	
Hidalgo SO	950851		IWS STAGING - EACH ADD'L POSITION	5	$0.00	n/a
Hidalgo SO	961103	NA	84X19 STAND ALONE RACK KIT	1	$0.00	n/a
Hidalgo SO	969697	NA	19 IN EIA RACK SHELF KIT	1	$0.00	n/a
Hidalgo SO	BPE01MBB1A	NA	WALL MNT 120VAC BYPASS SWITCH	1	$400.00	Estimate
Hidalgo SO	HP2600N	CNHC7362P0	HP LASERJET COLOR PRINTER [FOR EPRINTER]	1	$300.00	Estimate
Hidalgo SO	NA	NA	9120 UPS BATT RACK	1	$549.99	Estimate
Hidalgo SO	none_2	NA	16 Port Jack Panel	2	$159.90	Estimate
Hidalgo SO	RS1215-RA	NA	Power Strip Tripp-Lite	1	$36.24	Estimate
Hidalgo SO	VG2835WM	QFG074400378	VIEWSONICS 28 IN WIDE SCREEN DISPLAYS	1	$828.65	
Hidalgo SO	VG2835WM	QFG074401624	VIEWSONICS 28 IN WIDE SCREEN DISPLAYS	1	$828.65	
Hidalgo SO	VG2835WM	QFG074401633	VIEWSONICS 28 IN WIDE SCREEN DISPLAYS	1	$828.65	
Hidalgo SO	VG2835WM	QFG074401756	VIEWSONICS 28 IN WIDE SCREEN DISPLAYS	1	$828.65	
Hidalgo SO	VG2835WM	QFG074401759	VIEWSONICS 28 IN WIDE SCREEN DISPLAYS	1	$828.65	
Hidalgo SO	VG2835WM	QFG083201264	VIEWSONICS 28 IN WIDE SCREEN DISPLAYS	1	$828.65	
Hidalgo SO			RECORDER	1	$5,000.00	
					$96,405.64	

Attachment I
PSAP Insurance (provided by local government)

AI-27631 **10. B.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

CAPTION

1. Presentation for discussion, consideration and approval to accept and utilize military weapons. Military weapons one hundred fifty (150) Rifles 5.56 Millimet from the Texas 1033/1122 Program.

2. Authorization of payment /check to US Treasury in the amount of $9,025.48 for the shipment (freight) of said weapons, with authority for County Treasurer to issue check after review, audit and processing are completed by the County Auditor.

BACKGROUND

The only expense to be incurred is the freight in transporting the weapons.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-280-001-0-346

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

BUDGETARY IMPACT:

Amount available for requisition# 199514 as of 7-22-11 $9,025.48 for US Treasury.

Attachments

Checklist and email

email

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/20/2011 03:28 PM
Budget & Management	Merlen P. Munoz	07/20/2011 03:49 PM
Manuel Chapa	Manuel Chapa	07/22/2011 03:15 PM
Emilia Uriegas	Monica Badillo	07/22/2011 04:07 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Myra Montoya Started On: 07/20/2011 02:16 PM

Final Approval Date: 07/22/2011

Date Entered: 7-20-11
Requisition #: 19951
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE

QUARTERMASTER'S OFFICE REQUISITION

DATE: July 20, 2011
REQUESTED BY: Ever Ochoa - Quartermaster's Office
BUDGET: 1-1100-421-00-280-001-0-
OBJECT NUMBER: 346 - HAULING & FREIGHT SERVICES
CURRENT BALANCE: $10,464.97
EXPENDITURE AMOUNT: $9,025.48
NEW BALANCE: $1,439.49
PURPOSE FOR EXPENDITURE PAY FOR FREIGHT FOR AWARDED RIFLES

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	962.86	PAY FOR FREIGHT FOR 150 RIFLES, 5.56 MILLIMET		1		$9,025.48	$9,025.48

***WILL ONLY ACCEPT CERTIFIED CHECKS, POSTAL MONEY ORDERS, WARRANT, CITY, STATE, AND COUNTY CHECKS**
PAYABLE TO *US TEASURY*

SHIPPING: (N/A) $0.00
GRAND TOTAL $9,025.48
ESTIMATED DELIVERY DATE

INTERNAL NOTES:

Awarded Vendor U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND
1 ROCK ISLAND ARSENAL
BLDG 110, 2ND FLOOR
ROCK ISLAND, IL., 61299-7630
ATTN: AMSTA-LC-WSL/BEVERLY LAFFERTY

ENTERED

AUTHORIZED B _____
DIVISION COMMANDER

APPROVED BY: _____
ADMINISTRATIVE LIEUTENAN

REVIEWED BY: _____
PROCUREMENT SPECIALIST

APPROVED BY: Emilia Nieves
CHIEF DEPUTY
Budget Manager

06/16/11

CHECKLIST

RIFLE,5.56 MILLIMET

FOR: TX HIDALGO COUNTY SHERIFF'S OFFICE, TX - T172/86

- Purchase a certified or cashiers check, postal or bank money order, payable to US Treasury for $9,025.48 for 150 RIFLE,5.56 MILLIMET

- Forward SIGNED CHECKLIST with payment to:

U.S. Army Tank-automative and Armaments Command
ATTN: AMSTA-LC-WSL/Beverly Lafferty
1 Rock Island Arsenal
Bldg 110, 2nd Floor
Rock Island, IL 61299-7630

- Upon receipt of weapons, complete and submit to ATF Form 10, Application for Registration of Firearms. Send Form 10 to: U.S. DOJ/BATFE, National Firearms Act Branch, Suite 1250, 244 Needy Road, Martinsburg, West Virginia 25405-9431.
- Shipping Address/Authorized Signature (PLEASE PRINT AND SIGN):

HIDALGO COUNTY SHERIFF'S OFFICE

711 EL CIBOLO ROAD

EDINBURG, TEXAS 78542

(Authorized Signature)

The following types of Payment will be accepted: Certified Checks, Postal Money Orders, Warrant, City, State and County Checks.

DO NOT SEND CASH, COINS, OR PERSONAL CHECKS

Richard Ozuna

From: Thomas Wilemon [tom.wilemon@hidalgoso.org]
Sent: Friday, March 25, 2011 2:42 PM
To: richard.ozuna@hidalgoso.org
Subject: FW: WEAPONS REQUEST RESPONSE LETTER
Follow Up Flag: Follow up
Flag Status: Green

From: Ayala, Rolando [mailto:Rolando.Ayala@txdps.state.tx.us]
Sent: Tuesday, March 22, 2011 10:49 AM
To: tom.wilemon@hidalgoso.org; armando.campos@hidalgoso.org
Subject: WEAPONS REQUEST RESPONSE LETTER

HIDALGO CO SHERIFF'S OFFICE
711 EL CIBOLO ROAD
EDINBURG, TX 78542

SENIOR DEP. TOM WILEMON,
This email is to inform you that your agency has been approved by the Law Enforcement Support Office (LESO) to receive **150** EA. RIFLE 5.56 MM and **30** EA. RIFLE 7.62 MM on LIST 172, pending shipment of weapons while quantities are available. We will send you the official weapons transfer agreement when Rock Island Arsenal is ready to release the weapons. Currently the weapons are not being shipped as fast as our office would like but LESO is working to rectify this issue, please be patient as they are working as fast as they can.

If you have any question please contact our office.

Rolando Ayala
Texas 1033/1122 Program Specialist
"From the Warfighter to the Crimefighter"
(512) 424-7590/7540
(512) 827-6492 Cell
(512) 424-7591 Fax
Rolando.Ayala@txdps.state.tx.us

Texas Dept. of Public Safety
ATTN: Texas 1033
5805 N. Lamar - Building G
P.O. Box 4087
Austin, Texas 78773

Manuel Chapa

To: Myra Montoya
Subject: RE: AI# 27631

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Friday, July 22, 2011 2:56 PM
To: 'Manuel Chapa'
Subject: RE: AI# 27631

Manuel,

Lt. Ozuna just notified me that the market value is $850.00.

Thank you,

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
(956) 393-6024
Fax: (956) 393-6027

From: Manuel Chapa [mailto:manuel.chapa@co.hidalgo.tx.us]
Sent: Friday, July 22, 2011 2:10 PM
To: Myra Montoya
Subject: AI# 27631

Hi,

Myra,

Regarding AI# 27631, do you have anything regarding the market value? I assuming this relates to AI# 26346 back on April 4-26-11. Do we attach the same email from that item or do you have additional information regarding the market value?

Manuel Chapa
Planning Analyst
Strategic Planning Section
Hidalgo County Department of Budget & Management-Budget Division
2818 South Business Highway 281
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7027 fax
manuel.chapa@co.hidalgo.tx.us

AI-27621 **11. B.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

CAPTION

1. Requesting approval to accept the attached Office of Border Health grant contract #2011-038577-001 in the amount of $75,000.00 for the period of 08/01/2011 to 07/31/2012. This grant contract requires a ten percent match in funding ($7.500); Hidalgo County Health & Human Services Dept. will meet the local match with the salaries and related fringes, paid from general fund monies, from three HCHHSD employees that will work a percentage of time in this grant's scope of work.

2. Approval of the Certification of Revenue as certified by the County Auditor.

3. Approval of the Budget Amendment to appropriate the $75,000.00 grant award and the $7,500.00 local match.

4. Approval to delete one (1) full-time BI-National Surveillance Liaison position, slot no. 0001, grade 06, effective 08/01/2011.

5. Approval to delete one (1) full-time Data Entry Clerk III position, slot no. 0002, grade 05, effective 08/01/2011.

6. Approval of revised salary schedule.

BACKGROUND

Authorization to apply for the renewal of this grant was approved by Commissioner's Court on 01/18/2011 through AI-24779.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-028-2-XX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $82,500.00 for the Office of Border Health - EWIDS Grant Contract for FY 2011. Grant period is from 8/1/11 to 7/31/12.

Revenue account# 1-1293-331-12-340-028-2-000 Office of Border Health - EWIDS Revenues

This grant contract requires a ten percent match in funding ($7,500.00); Hidalgo County

x

Health & Human Services Dept will meet the local cash match with the salaries and related fringes, paid from general fund monies, from three HCHSD employees that will work a percentage of time in this grant's scope of work.

Attachments

REV BUDGET AMENDMENT
Grant Contract
Budget Summary With Match
Salary / Fringes Projection
PARs
Job Descriptions
Salary Schedule
Cash Match Back-up
CERT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 02:35 PM
Manuel Chapa	Erika Zamora	07/21/2011 10:32 AM
Sylvia Solis	Sylvia Solis	07/21/2011 05:12 PM
Manuel Chapa	Manuel Chapa	07/22/2011 10:30 AM
Sylvia Solis	Sylvia Solis	07/22/2011 02:11 PM
Auditor's Office	Monica Badillo	07/22/2011 03:20 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Mike Escaname Started On: 07/20/2011 11:47 AM

Final Approval Date: 07/22/2011

REVISED ON 7/25/2011

DATE: July 20, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-028-2-XXX Border Health EWIDS

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 following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
1-1293-441-00-340-028-2-113	Border Health EWIDS - Reg F/T Employees	$ 50,309.00
Fringes		
1-1293-441-00-340-028-2-211	Border Health EWIDS - Health Insurance	$ 3,819.00
1-1293-441-00-340-028-2-212	Border Health EWIDS - Life Insurance	$ 27.00
1-1293-441-00-340-028-2-220	Border Health EWIDS - FICA	$ 3,850.00
1-1293-441-00-340-028-2-230	Border Health EWIDS - Retirement	$ 4,829.00
1-1293-441-00-340-028-2-250	Border Health EWIDS - Unemployment	$ 282.00
1-1293-441-00-340-028-2-260	Border Health EWIDS - Workmans Comp	$ 534.00
Travel		
1-1293-441-00-340-028-2-583	Border Health EWIDS - Travel Out-of-County	$ 3,492.00
Supplies		
1-1293-441-00-340-028-2-601	Border Health EWIDS - Office & Computer Supplies	$ 1,000.00
1-1293-441-00-340-028-2-603	Border Health EWIDS - Educational Supplies	$ 2,808.00
1-1293-441-00-340-028-2-619	Border Health EWIDS - Other Misc. Supplies	$ 1,400.00
Contractual		
1-1293-441-00-340-028-2-320	Border Health EWIDS - Professional	$ 8,250.00
Other		
1-1293-441-00-340-028-2-441	Border Health EWIDS - Rental of Land & Buildings	$ 1,000.00
1-1293-441-00-340-028-2-350	Border Health EWIDS - Other Services	$ 900.00
	TOTAL APPROPRIATION	
1-1293-331-12-340-028-2-000	Border Health EWIDS - Revenue	$ 75,000.00
1-1293-391-01-000-100-2-000	Transfer In - General Fund	$ 7,500.00
1-1100-491-01-000-293-2-891	Transfers Out - Health	$ 7,500.00
1-1100-415-00-115-002-0-899	Co. Wide Adm. - Contingency	$ (7,500.00)
	TOTAL	$ 82,500.00

REASON: To appropriate the grant monies for the Office of Border Health - EWIDS program and also appropriate the 10% cash match amount. Grant period 08/01/2011 thru 07/31/2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT | DATE | ATTEST CO. CLERK

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-038577 (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 (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 $75,000.00, 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 08/01/2011 and ends on 07/31/2012. 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:

   2011-038577-001 Office of Border Health

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: 17460007176060

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	HIDALGO COUNTY
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2011-038577
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000375373
CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Office of Border Health

TERM:08/01/2011 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period (BP) 11 Extension Cooperative Agreement Work Plan for Public Health Emergency Preparedness (PHEP) (Funding Opportunity AA154). Contractor shall assist DSHS in the implementation of CDC Early Warning Infectious Disease Surveillance (EWIDS) along the Texas-Mexico border through the maintenance and support of routine surveillance and detection systems.
Contractor will accomplish this through various activities including:

1. Training of personnel in response and epidemiological investigation processes.
2. Strengthen and expand the surveillance and detection systems.
3. Respond to incidents of public health significance.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

- Budget Period 11 Extension funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP_BP10_Guidance_5-01-09.pdf)
- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

The CDC PHEP BP11 Extension funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the contractor incurs in fulfilling its matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

Contractor is required to provide matching funds for CDC PHEP BP11 Extension not less than 10% of costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/docs/2009Original.doc) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget and PHEP Contractor must follow procedures for generally accepted accounting practices and meet audit requirements.

The following documents are incorporated by reference and made a part of this Program Attachment:

- FY 2012 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period Early Warning Infectious Disease Surveillance (EWIDS), attached as Exhibit A; and
- Contractor's FY 2012 Applicant Information and Budget Detail for FY 2012.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS 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 VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments Early Warning Infectious Disease Surveillance (EWIDS) Budget Period (Aug.2011 to July 2012).

All activities in the Exhibit A, FY 2012 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period EWIDS, must be completed by July 31, 2012.

Contractor shall submit all quarterly progress reports and supporting documentation within 30 days of the end of each quarter, plus any additional programmatic reports by electronic mail to PHP@dshs.state.tx.us and kathie.martinez@dshs.state.tx.us.

SECTION III. SOLICITATION DOCUMENT:

Exempt; Governmental entity.

SECTION IV. RENEWALS:

None

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 by submitting the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, Contractor shall submit the Match/Reimbursement Certification (Form B-13a) and the Financial Status Report (FSR-269A) on a quarterly basis. Voucher and supporting documentation shall be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13), Match/Reimbursement Certification Form (B13-a), and Financial Status Report (FSR-269A) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS:

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

> Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Payment Methods and Restrictions** Article, is revised to add the following:

> Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation as indicated in the attached Exhibit A.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

> DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly

basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **General Terms** Article, **Amendment** Section, 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.

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, subsection a) is revised to read as follows:

a) provided that the total budget amount is unchanged: (1) cumulative budget transfers among direct cost categories, other than equipment, that exceed 10% of Program Attachments of $100,000 or more, and (2) cumulative transfers from or to the equipment category under 10% of any Program Attachment (cumulative transfers from or to the equipment category that equal or exceed 10% of any Program Attachment require an amendment to this Contract);

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, subsection e) is revised to read as follows:

e) changes in the equipment category of a previously approved equipment budget;

2011-038577-001

Categorical Budget:

PERSONNEL	$50,309.00
FRINGE BENEFITS	$13,341.00
TRAVEL	$3,492.00
EQUIPMENT	$0.00
SUPPLIES	$5,208.00
CONTRACTUAL	$8,250.00
OTHER	$1,900.00
TOTAL DIRECT CHARGES	$82,500.00
INDIRECT CHARGES	$0.00
TOTAL	$82,500.00
DSHS SHARE	$75,000.00
CONTRACTOR SHARE	$7,500.00
OTHER MATCH	$7,500.00

Total reimbursements will not exceed $75,000.00

Financial status reports are due: 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012

EXHIBIT A

FY2012

PUBLIC HEALTH EMERGENCY PREPARDNESS WORK PLAN FOR LOCAL HEALTH DEPARTMENTS
PROJECT PERIOD EARLY WARNING INFECTIOUS DISEASE SURVEILLANCE (EWIDS)

DEFINITIONS

IMPLEMENTATION - includes all steps necessary to complete the tasks; installation, training, and technical assistance**.**

PUBLIC HEALTH - Public health is the effort to protect, promote, maintain and restore a population's health.

PUBLIC HEALTH EMERGENCY - An immediate threat from a naturally occurring or intentional event 1) that poses a high risk of fatalities or serious long-term disability to large numbers of people, and/or 2) where there is substantial risk of public exposure because of a high level of contagion and the particular means of transmission of the infectious agent.

PUBLIC HEALTH INFORMATION NETWORK (PHIN) – Proposed to advance a fully capable and interoperable information system for public health. PHIN is a national initiative to implement a multi-organizational business and technical architecture for public health information systems which includes web-based and radio based communications with multiple levels of redundancy.

PUBLIC HEALTH PREPAREDNESS - Public health preparedness is the capacity of public health jurisdictions to respond to a public health emergency. The CDC Cooperative Agreement enables public health jurisdictions to upgrade their preparedness and response capacity.

STANDARD OPERATING GUIDELINES (SOG)/STANDARD OPERATING PROCEDURES (SOP) - Approved methods for accomplishing a task or set of tasks and are typically prepared at the department or agency level.

CDC PREPAREDNESS GOAL 2: PREVENT

GOAL: Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.

2A: Target Capability: Intelligence/Information Sharing and Dissemination

MEASURE

1) Time to have a knowledgeable public health professional respond 24/7 to a call about an event that may be of urgent public health consequence. **Jurisdictional Target - Mean = 15 minutes**
2) Time to initiate an epidemiologic investigation of an event that may be of urgent public health consequence. **Jurisdictional Target - mean = 1 hour from notification of an event that may be of urgent public health consequence.**
3) Percent of Pulsed Field Gel Electrophoresis (PFGE) sub-typing data results submitted to the PulseNet national database within 96 hours of receiving isolate at the laboratory**. Jurisdictional Target - 90% of PFGE sub-typing data results are submitted to PulseNet within 96 hours.**

REQUIRED CRITICAL TASKS DEFINED IN CDC GUIDANCE	PERFORMING AGENCY REQUIRED ACTIVITIES
Critical Task (CT) 2: Work with states and provinces across the international border to develop and agree on a list of notifiable conditions and distinguish between select conditions that require immediate reporting to the public health agency (at a minimum, CDC Category A agents) and conditions for which a delay in reporting is acceptable. For those where a delay is acceptable, describe time frames for notification.	CT 2: Continue to work with state and local government on both sides of the Texas Mexico border to review annually the agreed upon binational list of notifiable conditions and refine the process of information sharing.
CT 3: Develop or improve infectious disease surveillance in a uniform manner along and across the international border by establishing a network of hospitals, clinics, epidemiologists and laboratories to conduct active sentinel surveillance for emerging infectious diseases and syndromes such as SARS, West Nile Virus, and fever and	CT 3: Continue to work with state and local government on both sides of the Texas Mexico border to conduct active sentinel surveillance for emerging diseases, continue to use early event detection systems currently in place along the Texas/Mexico border, assist in the deployment of early event detection systems in OASPR funded hospitals along the Texas/Mexico border and work to enhance active

rash syndromes. CT 6: Assess the timeliness and completeness of your reportable disease surveillance system at least once a year for detecting and reporting outbreaks of infectious diseases in the border region. CT 7: Formulate, develop and, when feasible, test a bi-national 24/7 infectious disease reporting plan that extends its coverage area to jurisdictions on both sides of the border. State, provincial and/or priority local/tribal public health agencies develop/implement a cross-border early event detection system that: • receives immediately notifiable condition and emergent public health threat reports 24/7/365 • immediately notify the agency-designated public health professional 24/7/365 • have the agency-designated public health professional promptly respond to immediately notifiable condition or emergency public health threat reports 24/7/365 • receive reportable disease reports 24/7/365 CT 8: Conduct joint, cross-border assessments of information technology capabilities essential to infectious disease surveillance. CT 9: Collaborate with public health officials in border jurisdictions to identify how infectious disease outbreak information can be most rapidly and effectively shared across the border. Together, border jurisdictions should explore the interoperability of information technology systems, i.e., the ability of different types of computers, networks, operating systems, and applications to work	surveillance projects along the Texas/Mexico border. CT 6: Develop and implement a quality assurance process based on standardized guidelines to assess annually the timeliness and completeness of disease surveillance systems. CT 7: Work with state and other local governments to promote the increase of connectivity to rural hospitals and clinics along the Texas/Mexico border and to promote the use of the Public Health Information Network to create additional peer to peer links along and across the Texas/Mexico border. CT 7a: Annually test the 24/7 infectious disease reporting plan. CT 7b: Work with state and other local governments to develop a binational 24/7 infectious disease reporting plan. CT 8: Work with the state and local governments on both sides of the Texas Mexico border to develop a binational assessment of information technology capabilities. CT 9: Work with the state and local governments on both sides of the Texas Mexico border to identify how infectious disease outbreak information is currently shared and increase the interoperability of information technology systems.

together effectively. Jurisdictions on both sides of the border should work towards ensuring the connectivity and interoperability, both vertically and horizontally, of their surveillance and epidemiology relevant information technology (IT) systems. CT10: Working with jurisdictions across the border, establish a secure, Web-based communications system that provides for rapid and accurate reporting and discussion of disease outbreaks and other acute health events that might suggest bioterrorism. Include provision for routine communications (e.g., Web, e-mail) and contingency plans for communication systems' failure and alert capacity for emergency notification (e.g., phone, pager) of key staff of counterpart agency across the border. CT11: Work with states, tribes and provinces along the international border to help train personnel regarding notifiable diseases, conditions, syndromes and their clinical presentations, and reporting requirements and procedures, including those conditions and syndromes that could indicate a bioterrorist event. CT12: Conduct joint infectious disease surveillance exercises involving a broad range of appropriate participants from both sides of the international border. This exercise should involve not only border health departments but, where feasible, local hospitals, tribal and Public Health Service health facilities, hospital laboratories, major community health care institutions, emergency response agencies, and public safety agencies in order to respond in a coordinated manner.	CT 10: Work with state and other local governments to promote the use of Epi-X along the Texas/Mexico border and participate in the joint effort in writing the contingency plan for redundant communication systems. CT 11: Participate in exercises and trainings occurring along the Texas Mexico border. CT 12: Continue to participate in joint infectious disease surveillance exercises. Track training participation.

CDC PREPAREDNESS GOAL 5: INVESTIGATE

Goal: Decrease the time to identify causes, risk factors, and appropriate interventions for those effected by threats to the public's health

TARGET CAPABILITY 5A: Epidemiological Surveillance and Investigation

PERFORMANCE MEASURES:

1) Time for state public health agency to notify local public health agency, or local to notify state, following receipt of a call about an event that may be of urgent public health consequence. **Jurisdictional Target: Mean = 60 minutes from notification of an event that may be of urgent public health consequence**

CRITICAL TASKS DEFINED IN CDC GUIDANCE	PERFORMING AGENCY REQUIRED ACTIVITIES
CT 1: Develop the capability to undertake joint epidemiological investigations of infectious disease outbreaks along the international border. Such capability should include the ability to jointly: • assess the seriousness of the threat and rapidly mobilize in response to an emergency • investigate to identify causes, risk factors, and appropriate interventions • coordinate the tracking of victims, cases, contacts, exposures, prophylaxes, treatments, and patient disposition. • contribute information directly to the public, including special populations, that explains and informs about risk and appropriate courses of action.	CT 1: Continue to receive, evaluate and respond to urgent disease reports on a 24/7/365 basis by maintaining and revising as needed contact protocols, sharing updates with local, regional, and state partners, and assuring public access to reporting resources. CT 1a: Continue to maintain or have access to professional epidemiologist to conduct investigations along the Texas/Mexico border. CT 1b: Continue to provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border.

CT 2: Continue to convene binational surveillance and epidemiology planning workshops to discuss and plan cross-border surveillance and/or epidemiology related activities. Such activities should, where feasible, involve a collaborative and regional approach with neighboring US border states, appropriate tribal nations as well as Mexico or Canada (as appropriate). CT 3: Conduct capable field epidemiologic investigations, rapid needs assessments, exposure assessments, and response	CT 2: Continue to participate in the planning and participation of binational and epidemiological workshops annually. CT 3: Continue to maintain or have access to an appropriate level of expertise to conduct epidemiological investigations along the Texas/Mexico border. CT 3a: Provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border. CT 3b: Continue to maintain capability to conduct rapid public health needs assessments along the Texas/Mexico border.

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **Hidalgo County**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	$50,309	$44,218			$6,091	
B. Fringe Benefits	$13,341	$11,932			$1,409	
C. Travel	$3,492	$3,492			$0	
D. Equipment	$0	$0			$0	
E. Supplies	$5,208	$5,208			$0	
F. Contractual	$8,250	$8,250			$0	
G. Other	$1,900	$1,900			$0	
H. Total Direct Costs	$82,500	$75,000	$0	$0	$7,500	$0
I. Indirect Costs	$0	$0				
J. Total (Sum of H and I)	$82,500	$75,000	$0	$0	$7,500	$0
K. Program Income - Projected Earnings	$0	$0	$0	$0	$0	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be populated among the funding sources. Enter amounts in whole dollars for (3), (4), & (6), if applicable. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$50,309**	**$50,309**	**Fringe Benefits**	**$13,341**	**$13,341**
	Travel	**$3,492**	**$3,492**	**Equipment**	**$0**	**$0**
	Supplies	**$5,208**	**$5,208**	**Contractual**	**$8,250**	**$8,250**
	Other	**$1,900**	**$1,900**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$82,500**	**Budget Total**	**$82,500**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

COMMUNITY PREPAREDNESS OFFICE OF BORDER HEALTH FY 12

Grant Application

Salary / Fringes Budget

08/01/2011 - 07/31/2012

For Budget Purposes Only

						Hourly Rate		Work Hours		2011	2012		Fringes					Insurance		Totals	
Slot #	Position Title	Grade & Step Salary	Actual Salary	3 % Increase	Salary with Increase	Hourly Rate	Hourly Rate W / >	# of Hours in 2011	# of Hours in 2012	Salary Amount from 08/11 - 12/11	Salary Amount from 01/12- 07/12	Projected Salary	FICA (7.65%)	Retirement (9.60%)	Unemployment (.50%)	Workers Comp (1.32%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries / Fringes
0005	Bi-National Coordinator	11 / 1	40,078.00	1,202.34	41,280.34	19.2683	19.8463	880	1,296	16,956.08	25,720.83	42,676.90	3,264.78	4,096.98	213.38	563.34	3,600.00	27.00	11,765.49	**54,442.39**

Notes:

A 3% cost of living increase is budgeted from 01/01/12 to 07/31/12 for budgeting purposes.

2011 fringe benefit rates are used for 2012.

Number of actual work hours in 2011 & 2012 are budgeted.

Variances between budgeted figures in this schedule and budgeted amounts in grant's categorical budget are a result of excess monies available in over-all grant award.

Prepared by Mike Escaname
Health Human Services Dept.
07/20/11

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. - BORDER HEALTH EWIDS (340-028) DATE: 7/21/11

CURRENT POSITION TITLE: DATA ENTRY CLERK III CURRENT SLOT. #: 0002

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: $ 28,250.00 (Grade 5/ Step 4) Current Budgeted Salary $ 0.00 Proposed Budgeted Salary $ (28,250.00) Net Change

Position to be funded from one of the following:

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

☒ Other DELETION OF POSITION DUE TO DECREASE IN GRANT FUNDS

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)

This position is being eliminated due to loss of funding.

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	07/21/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/21/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. - BORDER HEALTH EWIDS (340-028) DATE: 7/21/11

CURRENT POSITION TITLE: BI-NAT SURVEILLANCE LIAISON CURRENT SLOT. #: 0001

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:	$ 27,276.00 Grade 06/ Step 01)	$ 0.00	$ (27,276.00)
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other DELETION OF POSITION DUE TO DECREASE IN GRANT FUNDS

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)

This position is being eliminated due to loss of funding.

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	07/21/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/21/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

BI-NATIONAL SURVEILLANCE LIAISON

GRADE: 06

GENERAL DESCRIPTION

Participates as a member of the Early Warning Infectious Disease Surveillance Team (EWIDS) for all-hazards public health preparedness and response duties both locally and bi-nationally; Assists with bio-terrorism/all hazards defense risk communication planning; Coordinates and ensures complete reporting/data exchange/specimen submission in a bi-national support; Participates in outbreak investigations both locally and bi-nationally; Prepares graphics and slides of epidemiological data; Creates surveillance and case investigation forms, fact sheets, and brochures regarding notifiable conditions and all-hazards response; The work involves research, analysis, writing, editing, production and coordination of materials to inform and educate the public about public health emergency preparedness, bio-terrorism, and infectious disease issues both locally and bi-nationally. Participates also as a member of the Public Health Preparedness and Response Team (PHPRT); May respond to all bio-terrorism events or large disease outbreak anywhere in the state and along the Texas/Mexico border; The Bi-National Surveillance Liaison will be required to be "on call" 24 hours a day, 7 days a week, 365 days a year with possible frequent travel to Mexico. This position is subject to funding availability.

EXAMPLES OF WORK PERFORMED

Assists in bi-national development of a plan for crisis and emergency risk communication (CERC) and information dissemination to educate the media, the public, partners and stakeholders regarding the risks associated with real or apparent threats and effective bi-national public response

Assists with all matters concerning crisis and emergency risk communication bi-nationally

Participates as a member of the Public Health Preparedness and Response Team and may respond to a bio-terrorism event or disease outbreak bi-nationally

Assists in developing effective relationships and networks of communication to promote teamwork and collaboration in implementing bio-terrorism response activities bi-nationally

Responds to written and verbal requests for disease reporting and bio-terrorism defense information bi-nationally

Conducts routine disease surveillance activities bi-nationally; Contacts physicians, hospitals, laboratories and others to identify and collect data for persons with specific symptoms or disease

Works collaboratively with health care professionals to coordinate data collection procedures bi-nationally; Monitors incoming data to ensure accuracy and completeness and when necessary, contacts submitters to collect or correct data

Creates database structures and enters morbidity data; Performs database quality assurance review measures and data checks; Performs data queries for cleaning data

Conducts on-site evaluations of hospital and laboratory reporting; Reviews records to assess degree of recording; Maintains hard copy files bi-nationally

Assists with epidemiological investigations bi-nationally; Interviews patients/case controls and reviews medical, laboratory, and other records from hospitals and physicians bi-nationally

Obtains patient consent and arranges specimen collection and submission when needed; May label lab samples and fill out lab submission slips; Contacts private labs to ensure specimens are forwarded to DSHS lab as needed

Responds to written and verbal requests for morbidity data and information bi-nationally; Assists with data analysis

Prepares statistical data reports using a variety of software applications including Word, Word Perfect, Power Point, Excel, EpiInfo, Access, and Corel Draw

Assists with surveillance and bio-terrorism preparedness training both locally and bi-nationally

Prepares or creates presentations, fact sheets, and brochures in English and Spanish

Performs other duties as necessary to fulfill Public Health Preparedness Response grant requirements and EWIDS grant

Performs other duties as assigned

Required to travel into Mexico for stakeholder/partner meetings, trainings, and conferences

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum one (1) year experience in health, public health, or related work is desirable; High school graduate or GED, college level health science, or nursing courses are a plus; Oral and verbal proficiency in English and Spanish required

Employee must have a current valid Texas Motor Vehicle Operator's License; Must be able to be insured by County Insurance carrier; U.S. Passport is required

Employee may be required to receive immunizations recommended by the ACIP, ACP, and DSHS based on anticipated disease exposure (e.g. hepatitis B, rabies, and possible anthrax and smallpox vaccines). TB skin testing will be required initially and periodically.

Knowledge, Skills, and Abilities

Knowledge of bio-terrorism defense

Basic knowledge of medical terminology, epidemiology, and Texas public health laws

Basic knowledge of computer software and in interpreting diagnostic laboratory results and information from medical charts

Skills in problem solving, preparing technical reports in a clear and concise manner, and proofreading documents

Ability to maintain effective working relationships with managers, co-workers, the public and professional groups

Ability to organize and prioritize workload and meet deadlines, to work independently, to work in multiple projects at the same time, and to maintain confidentiality

May be required to work other than normal hours including weekends and holidays; Must provide your own dependable transportation (automobile)

Reasonable accommodations may be made to enable individuals with disabilities to work as a Bi-National Surveillance Liaison.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to 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. Work is usually performed in an office or clinical setting but may require outdoor work/home visits.

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
- frequent standing, bending, and reaching
- walking on even and uneven surfaces
- operating assigned equipment
- travel to Mexico

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required following all department safety regulations.

DATA ENTRY CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs advanced (senior-level) data entry work; Work involves entering, verifying, researching, correcting, or retrieving information from a computer system; 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

Transcribes source documents to machine-sensible form

Transfers data from mainframe system to personal computer for download of information

Advises supervisors of equipment and data entry program malfunctions

Trains and monitors training in the use of data terminals and procedures

Serves as a subject matter expert for data entry procedures and requirements

Assists in planning and assigning work loads

May operate other computer system peripheral equipment, including interactive consoles for data entry systems

May develop or assist in the preparation and documentation of procedures

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years experience in data entry work. 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 both pre- and post-data entry document flow; of procedures for controlling, logging, batching, editing, coding, or balancing data entry or information retrieval work areas; and of research techniques

Ability to evaluate new procedures for editing and correcting source documents; to evaluate the effect of new processes on current procedures

Type 45 wpm

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
- 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

1-1293-441-00-340-028-0

AI - 27621

BORDER HEALTH EWIDS

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~~	~~BI NAT SURVEILLANCE LIAISON~~	~~6~~	~~1~~	~~27,276.00~~	~~27,276.00~~	~~27,276.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~27,276.00~~
~~0002~~	~~113~~	~~DATA ENTRY CLERK III~~	~~5~~	~~4~~	~~27,908.00~~	~~27,908.00~~	~~28,250.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~28,250.00~~
0005	**113**	**BI-NATIONAL COORDINATOR**	**11**	**1**	**40,078.00**	**40,078.00**	**40,078.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**40,078.00**
					40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	27,621.00	40,078.00

1. Approval to delete one (1) full-time BI-National Surveillance Liaison position, slot no. 0001, grade 06, effective 08/01/2011.
2. Approval to delete one (1) full-time Data Entry Clerk III position, slot no. 0002, grade 05, effective 08/01/2011.

Contractor's Financial Procedures Manual

September 1, 2010
Revision 2
Effective with Program Attachments executed on or after July 1, 2011.

Deleted: 1

Department of State Health Services
Contract Oversight and Support Section

Questions pertaining to information in this manual should be submitted to the following e-mail address: COSta@dshs.state.tx.us

claimed as cash match. These services are normally paid for with the contractors own funds. The contractor must have documented evidence to support the provision of services claimed as match.

2) There may be some services that are billable at the unit-rate or fee established under the contract that the contractor is unable to provide. If approved by DSHS, the contractor may subcontract for those services. If the subcontractor's customary charge for the service is more than allowed under the DSHS contract, the discount (difference between customary charge and DSHS reimbursement rate) may be claimed as match. For example, DSHS enters into a contract for the provision of women health services and the contractor is not able to provide mammograms. With DSHS approval, the contractor may contract with a local hospital for the mammogram. The difference (discount) between the hospitals customary charge for the mammogram and the amount reimbursed by DSHS may be claimed as in-kind match.

3) Some DSHS unit-rate or FFS contracts may require provision of other services in addition to the services that are reimbursed at the unit-rate or established fee. For example, under the DSHS Breast & Cervical Cancer Services contract, contractors are reimbursed a set fee for specific diagnostic services. The contractor is also required to perform outreach activities; the cost of which is not reimbursed by DSHS. Since the outreach activities are required under the contract; the allowable costs incurred by the contractor for carrying out outreach activities may be claimed as cash match. The contractor must capture outreach activity costs in a separate cost center.

Section 9.03 Cash Match

Cash match is defined as an expenditure of cash by the contractor on allowable costs of the DSHS Program Attachment that are borne by the contractor. Indirect costs not reimbursed by DSHS may be included as part of match requirements only with the prior approval of DSHS. These costs (cash match) should be recorded in the same cost center as costs that are reimbursed by DSHS and reported on the Financial Status Report.

Costs borne by the contractor may be funded by other unrestricted sources including donations from individuals, private foundations and fundraising organizations.

Section 9.04 In-Kind Match

In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are utilized in activities that benefit a DSHS Program Attachment project and that are contributed by non-federal third parties without charge to the contractor. Third party in-kind contributions must meet all of the following criteria to be acceptable as match:

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 20, 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
$75,000.00	Award No. 2011-038577-001 Office of Border Health

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/21/11
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.

AI-27641 **11. C.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

CAPTION

TDH PHPSB (1293):
1. Requesting approval to accept the attached CPS Bioterrorism Preparedness grant contract #2011-038671-001 in the amount of $509,389.00 for the period of 08/01/2011 to 07/31/2012. This grant contract requires a ten percent (10%)cash match in funding ($50,939.00).
2. Approval of the Certification of Revenues as certified by the County Auditor.
3. Approval of the Budget Amendment to appropriate the $509,389.00 grant award and the local cash match of 50,939.00.
4. Approval of the salary schedule.

BACKGROUND

Authorization to apply for the renewal for this grant was approved by CC on 01/18/2011. REF: Regular AI 24779.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-10-340-013-2-XX

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

BUDGETARY IMPACT:

This grant contract requires a ten percent (10%) cash match in funding ($50,939.00); Hidalgo County Health & Human Services Dept. will meet the local match with the salaries and related fringes, paid from general fund monies, from five HCHHSD employees that will work a percentage of time in this grant's scope of work. Supplies cost, paid with general fund monies, will also be used, in part, to meet the local match requirement.

Attachments

Budget Summary With Match
Salary Projection
CPH Bio Award Notice 070111
HIDALGO PPCPS EXHIBIT A 001 (2)
general provisions
hazards budget 001
hazards sign pages
lobbying form

X

ppcps program
appropriation
Community Liason job desc.
health tech job description
network adm job desc
PARS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 04:28 PM
Manuel Chapa	Monica Badillo	07/21/2011 10:16 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Mike Escaname Started On: 07/20/2011 03:42 PM

Final Approval Date: 07/22/2011

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **Hidalgo County**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	$425,885	$385,380			$40,505	
B. Fringe Benefits	$112,227	$102,508			$9,719	
C. Travel	$5,051	$5,051			$0	
D. Equipment	$0	$0			$0	
E. Supplies	$1,634	$919			$715	
F. Contractual	$0	$0			$0	
G. Other	$15,531	$15,531			$0	
H. Total Direct Costs	$560,328	$509,389	$0	$0	$50,939	$0
I. Indirect Costs	$0	$0				
J. Total (Sum of H and I)	$560,328	$509,389	$0	$0	$50,939	$0
K. Program Income - Projected Earnings	$0	$0	$0	$0	$0	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be populated among the funding sources. Enter amounts in whole dollars for (3), (4), & (6), if applicable. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$425,885**	**$425,885**	**Fringe Benefits**	**$112,227**	**$112,227**
	Travel	**$5,051**	**$5,051**	**Equipment**	**$0**	**$0**
	Supplies	**$1,634**	**$1,634**	**Contractual**	**$0**	**$0**
	Other	**$15,531**	**$15,531**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$560,328**	**Budget Total**	**$560,328**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

Bio FY 12
Grant Application
Salary Budget
08/01/2011 - 07/31/2012
For Budget Purposes Only

					Hourly Rate		Work Hours		2011	2012		Fringes				Insurance			
Slot #	Position Title	Salary	3 % Increase	Salary with Increase	Hourly Rate	Hourly Rate W / >	# of Hours in 2011	# of Hours in 2012	Salary Amount from 08/11 - 12/11	Salary Amount from 01/12 - 07/12	Projected Salaries	FICA	Retirement	Unemployment	Workers Comp	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries
0001	PH Preparedness Coordinator	59,374.12	1,781.22	61,155.34	28.5453	29.4016	960	1,296	27,403.44	38,104.48	65,507.92	5,011.36	6,288.76	327.54	864.70	3,600.00	27.00	16,119.36	81,627.28
0014	Assist. PH Preparedness Coordinator	54,525.90	1,635.78	56,161.68	26.2144	27.0008	960	1,296	25,165.80	34,993.04	60,158.84	4,602.15	5,775.25	300.79	794.10	3,600.00	27.00	15,099.29	75,258.14
0005	Strategic National Stockpile Coord/Planner	43,488.90	1,304.67	44,793.57	20.9081	21.5354	960	1,296	20,071.80	27,909.84	47,981.64	3,670.60	4,606.24	239.91	633.36	3,600.00	27.00	12,777.10	60,758.74
0007	Licensed Vocational Nurse II	43,488.90	1,304.67	44,793.57	20.9081	21.5354	960	1,296	20,071.80	27,909.84	47,981.64	3,670.60	4,606.24	239.91	633.36	3,600.00	27.00	12,777.10	60,758.74
0008	Licensed Vocational Nurse II	43,488.90	1,304.67	44,793.57	20.9081	21.5354	960	1,296	20,071.80	27,909.84	47,981.64	3,670.60	4,606.24	239.91	633.36	3,600.00	27.00	12,777.10	60,758.74
0010	Risk Communication Planner	34,360.00	1,030.80	35,390.80	16.5192	17.0148	960	1,296	15,858.46	22,051.19	37,909.65	2,900.09	3,639.33	189.55	500.41	3,600.00	27.00	10,856.37	48,766.02
0011	Health Technician	30,488.90	914.67	31,403.57	14.6581	15.0979	960	1,296	14,071.80	19,566.84	33,638.64	2,573.36	3,229.31	168.19	444.03	3,600.00	27.00	10,041.89	43,680.53
0012	Health Technician	40,078.00	1,202.34	41,280.34	19.2683	19.8463	960	1,296	18,497.54	25,720.83	44,218.37	3,382.70	4,244.96	221.09	583.68	3,600.00	27.00	12,059.44	56,277.81
											385,378.34	29,481.44	36,996.32	1,926.89	5,086.99	28,800.00	216.00	**102,507.65**	**487,885.99**

Notes:
A 3% cost of living increase is budgeted from 01/01/12 to 07/31/12 for budgeting purposes.
2011 fringe benefit rates are used for 2012.
Actual work hours in grant period were considered; however, the amount of 960 hrs in 2011 was overstated by 80 hrs when the grant application was submitted; The number should be 880 work hours in 2011.

Mike Escaname

From: Eva Rubio [evangelina.rubio@hchd.org]
Sent: Wednesday, July 20, 2011 4:13 PM
To: 'Mike Escaname'
Subject: FW: Public Health Emergency Preparedness-PHEP allocation-PPCPS/HAZARDS-Hidalgo County HD

FYI

Evangelina Rubio
Public Health Preparedness Coordinator
Hidalgo County Health and Human Services Department
1304 S. 25th Avenue
Edinburg, Texas 78542
956-318-2426 (Office)
956-318-2431 (Fax)
956-207-6318 (24/7)
evangelina.rubio@hchd.org
www.hchd.org

-----Original Message-----
From: Lundry,Lucia (DSHS) [mailto:Lucia.Lundry@dshs.state.tx.us]
Sent: Friday, July 01, 2011 5:07 PM
To: Eddie.Olivarez@hchd.org; Evangelina.Rubio@hchd.org; nancy.trevino@hchd.org
Cc: Lundry,Lucia (DSHS)
Subject: Public Health Emergency Preparedness-PHEP allocation-PPCPS/HAZARDS-Hidalgo County HD

Dear Contractor,

Your FY2012 allocation for your Community Preparedness Hazards (PHEP) project is $_____$509,389.00____for Program ID: _____PPCPS/HAZARDS____. The FY12 contract will be a 12-month term from August 1, 2011 thru July 31, 2012. Also attached are the Budget Templates, Face Page, Contact Page, and Checklist. Please complete each document and e-mail the completed documents back to me by July 11, 2011.

****The budget will be reviewed and processed in the order that they are received.**

Please do not alter the Budget Templates, Face Page, or Contact Page. As a reminder, the budget template is locked to prevent the deletion of formulas and **you can only copy and paste to and from the formula bar.** In other words click on the cell you want to copy but then copy the verbiage from the formula bar up top and not from the cell itself; you can then paste into the budget template cell. If you do a copy and paste from cell to cell without the formula bar you may cause the entire work book to lock up. Budgets will only be accepted on the new budget template. ***Also, all dollar amounts must be in whole numbers, budgets with cents will be returned to be revised.***

Additional information regarding budget requirements can be found in the **Contractor's Financial Procedures Manual** which is located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Please contact me regarding any questions. We look forward to receiving your documents and completing your contracts for our FY2012.

Thank you,

Lucia Lundry, CTPM
Contract Management Unit
Prevention and Preparedness Division
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347
W239; MC1990
(512) 776-2244 (Direct)
(512) 776-7428, EXT. 2244
Fax: (512) 776-7391
Email: Lucia.Lundry@dshs.state.tx.us

DSHS DOC. NO. 2011-038671-001

EXHIBIT A

Public Health Emergency Preparedness Work Plan
For
Local Health Departments
PPCPS/HAZARDS

Budget Period 11

(August 2011 through July 2012)

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP11-1101) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) Cooperative Agreement seeks to advance public health preparedness as noted in Section I. Statement of Work of the Program Attachment.

DSHS also developed this work plan in the spirit of flexibility and continuous quality improvement providing local health departments the ability to accomplish the intent of the PHEP Cooperative Agreement with as much latitude as possible while adhering to the guidance of the funding opportunity announcement.

The work plan consists of the following sections that describe the activities and deliverables for PHEP 2011 to 2012, Budget Period 11 (August 1, 2011 to July 31, 2012):

I. Public Health Preparedness Capabilities
II. Annual Requirements
III. CDC-Defined Performance Measures
IV. Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans (PAHPA Benchmarks)

I. Public Health Preparedness Capabilities

Public health departments continue to face multiple challenges, including an ever-evolving list of public health threats. The Centers for Disease Control and Prevention (CDC) developed fifteen (15) capabilities to assist health departments with assessing preparedness capacity as well as developing strategic plans. The CDC's *Public Health Preparedness Capabilities: National Standards for State and Local Planning* is a published document found at the following link:
http://www.cdc.gov/phpr/capabilities/Capabilities_March_2011.pdf

The activities associated with this work plan link directly to the standardized capabilities briefly outlined in Section I. Statement of Work of the Program Attachment and found in full detail in the PDF document referenced above.

CDC developed a Public Health Capabilities Planning Model that describes a high-level planning process public health departments may wish to follow. The planning model consists of a three phase process to assist public health departments in using the public health preparedness capabilities to determine preparedness priorities, plan appropriate preparedness activities, and demonstrate and evaluate achievement of capabilities.

To develop a complete assessment of Texas state preparedness, the Texas Department of State Health Services (DSHS) with consultation from the CDC has determined the benefit of local health departments using the CDC Public Health Preparedness Capabilities

Planning Model for conducting assessments of capacities related to the fifteen (15) public health capabilities.

Appendix 3 of Exhibit A is a set of instructions on how to complete the capability assessment worksheets to assist Contractors in assessing preparedness capacity of the fifteen (15) capabilities. The worksheets and instructions provide Contractors with a tool to organize planning activities, determine priorities, and select which capabilities health departments have the resources to build or sustain. The worksheets will be provided to Contractor by DSHS at a later date.

This assessment includes a three (3) phase process for year one of the new project period. Contractors may conduct Phases I and II concurrently.

Phase 1: Perform a Capabilities Assessment

The CDC public health preparedness capabilities evaluation process provides a tool for Contractors to:

A) Assess their current preparedness state, including organizational roles and responsibilities.

B) Determine the extent to which the priority and recommended resource elements for each capability function exist in the jurisdiction. Contractors are encouraged to first self-assess their ability to address the priority resource elements of each capability followed by their ability to demonstrate the functions and tasks within each capability.

Note: Contractors are not expected to "own" each resource element. Contractors are encouraged to partner with both internal and external jurisdictional partners to have or have access to resources as needed (e.g. DSHS Regions or DSHS Central Office).

C) Determine performance of each capability and function and whether or not it meets the jurisdiction's needs.

Due Date: Due to DSHS by January 31, 2012.

Phase 2: Perform a Jurisdictional Risk Assessment

Phase two of the Public Health Preparedness Capability Model consists of a jurisdictional risk assessment performed by the Contractor to determine vulnerabilities and hazards unique to each jurisdiction. Contractors may use the Hazard Risk Assessment Instrument from the University of California, Los Angeles UCLA Center for Public Health and Disasters (http://www.cphd.ucla.edu/npdfs/HRAI_Workbook.pdf) to conduct this assessment. The UCLA tool is recommended by CDC because the tool includes an assessment of the impact to public health and medical needs of communities/jurisdictions. The jurisdictional risk assessment is a tool for Contractors to:

A) Determine goals by identifying needs and gaps using jurisdictional inputs such as hazards and vulnerability analyses, emergency management plans, after-action reports/improvement plans, and previous performance measurement results.

B) Prioritize capabilities and functions and develop plans. The capability definitions are broad. No Contractor is expected to be able to address all issues, gaps, and needs across all capabilities in the immediate short term.

C) Review jurisdictional inputs, analyze priorities, and determine both short-term (one year) and long-term goals (two years to five years).

Due Date: Due to DSHS by January 31, 2012.

Phase 3: Develop or Revise Plans

The final phase of the Public Health Capabilities Planning Model is plan development.

A) Contractors will revise existing plans or develop additional plans by engaging in concrete initiative planning, particularly for the short-term goals.

B) For each capability and function, Contractors generally will either build, sustain, or, perhaps, scale back the capability and/or function, depending on the needs, gaps, priorities, and goals that have been identified.

C) For "build" and "sustain" scenarios, Contractors are encouraged to pursue partnerships, through memoranda of understanding with other agencies, partners, and jurisdictions.

D) For "scale back" scenarios, Contractors should identify the challenges and barriers causing them to scale back their efforts.

E) Develop plans for demonstrating and evaluating the capabilities and functions, especially those that have been newly developed. Demonstrations of capabilities can be through many different means such as exercises, planned events, and real incidents. Contractors are strongly encouraged to use routine public health activities to demonstrate and evaluate their capabilities. Documentation of the exercise, event, or incident, and the use of quality improvement-focused After Action Reports/Improvement Plans is a vital part of this process.

F) For those capabilities and functions where CDC-defined performance measures have been developed, Contractors will collect data for those measures.

Due Date: Contractors will provide demonstrations of methods for evaluating capabilities and functions as described above to DSHS by August 15, 2012 in a format provided by DSHS.

Additional Resources:
In addition to the CDC Public Health Preparedness Capabilities Planning Model, the DSHS Community Preparedness Section developed additional resources to assist Contractors with adopting the capability model and developing preparedness plans which will be provided to Contractor either electronically or hard copy within 60 days of the beginning of the contract term:

- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016: a guide for planning throughout the five year project period.

- Tactical Guide: a companion document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012-2016 outlining specific tactics, activities, and tasks for implementing the goals outlined in the strategic plan associated with each of the fifteen (15) capabilities.

- Strategic Planning Document from CDC: http://www.cdc.gov/phpr/capabilities/usingthisdocument.pdf

Year One Priority Goals: DSHS consulted with public health and community leaders responsible for public health and emergency preparedness activities to select the three capabilities for Texas to address in the first year of the new project period. These capabilities include: 1) Public Health Surveillance and Epidemiological Investigation, 2) Community Preparedness and 3) Community Recovery. DSHS acknowledges that local and regional jurisdictional needs and preferences may lead to the selection of other capabilities. DSHS also acknowledges the existence of cross-over functions, tasks, and resources between and among the capabilities.

If a Contractor chooses capabilities different than those listed above, the Contractor must provide justification for this decision based on the capability and jurisdictional risk assessments to DSHS as notification of completion of the capabilities assessment and jurisdictional risk assessment.

II. Annual Requirements

Contractors are required to submit plans, status reports, and program and financial data, including progress in achieving evidence-based benchmarks and objective standards and the outcomes of annual preparedness exercises including strengths, weaknesses and associated corrective actions. Reports must describe the preparedness activities that were conducted with PHEP funds, the purposes for which PHEP funds were spent and the recipients of the funds; describe the extent to which the Contractor has met stated goals and objectives; and describe the extent to which funds were expended consistent with the contractor's funding application. DSHS will provide a template for planning and reporting to assist Contractors.

Following is a summary of the PHEP annual planning/reporting program requirements

for 2011-2012:

A) Submit status reports on how the Contractor will address the following elements:

1) Administrative Preparedness Strategies (Capability 1. Community Preparedness): Describe administrative processes and approaches to receive and use emergency funds to respond to emergency situations in a timely manner and actions to overcome challenges and barriers. Capability 1: Community Preparedness.

2) Volunteer Recruitment and Management (Capability 15, Volunteer Management): Document efforts for volunteer recruitment and management such as development of a Medical Reserve Corps or community equivalent and use of the Texas Disaster Volunteer Registry. Contractors will provide volunteer recruitment data to DSHS and indicate whether this number is increasing, declining or remaining level.

3) Stakeholder Engagement (Capability 1, Community Preparedness and Capability 2, Community Recovery): Identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of the elderly regarding public health, medical and mental health behavioral needs including planned improvements and accomplishments to meet these needs.

4) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness): Describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment. Include a description for performance measures for public comment solicitation.

5) National Incident Management System (NIMS) (Capability 3, Emergency Operations Centers): Meet NIMS compliance requirements.

6) Public Health and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation): Describe plans to address the public health and medical needs of at-risk individuals in the event of a public health emergency.

7) Hospital Preparedness Program Coordination (Capability 10m Medical Surge): Provide current status of coordination with the local Hospital Preparedness Program representatives to inform and educate hospital staff on their roles in public health emergency preparedness and response and describe

improvement.

8) Pandemic Influenza Plan Updates: Submit Pandemic Influenza Plan Updates annually to DSHS per the Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans Section 319C of the Public Health Service (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006 requiring that CDC's PHEP cooperative agreement meet evidence-based benchmarks and objective standards.

B) Contractors will have in place fiscal and programmatic systems to document accountability and improvement.

C) Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Submit to DSHS within 60 days of the exercise a final After Action Review/Improvement Plan.

D) Contactors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

III. CDC-Defined Performance Measures

DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors will not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data annually on the following public health preparedness capabilities:

A) Community Preparedness
B) Emergency Operations Coordination
C) Medical Countermeasures Dispensing
D) Medical Material Management and Distribution
E) Public Health Surveillance and Epidemiological Investigation

Performance measures, associated parameters, and data requirements for these capabilities are under development by CDC and will be provided to Contractors at a later date.

Contractors may be required to collect and report performance measure data for other public health preparedness capabilities. The list and requirements for reporting annual and other performance measures may change as performance measures are developed and refined. Further detail on performance measures and reporting requirements for 2011-2012 will be provided to DSHS by the CDC in the future, and DSHS will share this information with Contractors.

III. Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans (PAHPA Benchmarks)

DSHS and CDC expect all Contractors to achieve, maintain, and report benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for year one. Contractors that fail to "substantially meet" the benchmarks are subject to withholding of funds with penalties to be applied the following fiscal year. Contractors that demonstrate achievement of these requirements are not subject to withholding of funds.

Contractors will meet all performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment.

Supplemental information for the benchmarks referenced in the Statement of Work follows:

Staff Assembly:
Contractors are strongly encouraged to report data from multiple exercises and/or real incidents; however, Contractors are required at a minimum to report data on the quickest staff assembly demonstration that occurs during the first six months of year one. The demonstration must occur during one of the following:

1) Drill
2) Functional exercise
3) Full-scale exercise
4) Real incident (preferable, if possible)

Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures:
Non-Cities Readiness Initiative (CRI) Contractors must meet a minimum overall Medical Countermeasure Distribution and Dispensing (MCMDD) composite score of 43 for budget period year one. The overall composite score will be derived from:

1) Contractors will conduct a minimum of three (3) different drills (not the same drill performed three times) conducted within each planning/local jurisdiction during year one. The range in scope of available drills provides Contractors with flexibility in meeting the annual drill requirements. The three (3) required drills may be chosen from any of the eight (8) available drills as indicated on the Division of Strategic National Stockpile (DSNS) Extranet website. Drill data and/or Homeland Security Exercise and Evaluation Program (HSEEP) After

Action Reports/Improvement Plans for drills (as indicated) must be submitted to DSHS by a date to be determined by DSHS.

2) Contractors must conduct one (1) full-scale exercise performed during any one of the five budget periods of the new PHEP cooperative agreement that tests and validates medical supplies distribution and dispensing plans and submit results and documentation to DSNS. Results and documentation of medical countermeasure distribution and dispensing full-scale exercise(s) must be developed in accordance with HSEEP standards and can be performed during any one of the five budget periods of the new PHEP project period. Each Contractor will be required to participate in one (1) exercise that demonstrates capabilities for medical countermeasure dispensing operations. Contractors are encouraged to work with other emergency response agencies or hospital preparedness programs to develop or leverage existing activities to meet the medical countermeasure distribution and dispensing exercise objectives. Details on the scope and format for reporting these exercise requirements will be provided by DSHS through subsequent guidance at a later date.

3) Contractors will demonstrate compliance with established medical countermeasure distribution and dispensing standards. Target measures and required data submission will be detailed in supplemental guidance at a later date.

Appendix 1

Definitions

All Hazards Response Planning refers to the systems used to respond and recover from Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) events, as well as natural disasters. In the case of the CDC Cooperative Agreement, standard operating procedures (SOP) or guidelines (SOG) (formally referred to as "all-hazards plans") developed by local heath departments (LHD) and DSHS health service regions (HSR) to respond to all public health emergencies.

First Responders are personnel who would be critical in the first phase of response efforts.

The **Implementation** process includes all steps necessary to complete the tasks; installation, training, and technical assistance**.**

The tracking of **Long-Term health consequences** identifies trends in physical or mental health resulting from the exposure to Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) elements during an all-hazards event. The length of tracking would be dependent upon the type of event.

Public health is the effort to protect, promote, maintain and restore a population's health.

A **Public Health Emergency** is an immediate threat from a naturally occurring or intentional event 1) that poses a high risk of fatalities or serious long-term disability to large numbers of people, and/or 2) where there is substantial risk of public exposure because of a high level of contagion and the particular means of transmission of the infectious agent.

The **Public Health Information Network (PHIN)** is an interoperable information system for public health. The PHIN is a national initiative to implement a multi-organizational business and technical architecture for public health information systems which includes web-based and radio based communications with multiple levels of redundancy.

Public Health Preparedness is the capacity of public health jurisdictions to respond to a public health emergency. The CDC Cooperative Agreement enables public health jurisdictions to upgrade their preparedness and response capacity.

Public Health First Responders (PHFRs) are health department personnel who are required to deploy in the wake of a public health emergency. Hospital personnel may be considered PHFRs if their activities are aligned to support public health response efforts. Emergency Medical Service (EMS) Responders are mostly covered through Department of Homeland Security (DHS).

Standard Operating Guidelines (SOG)/Standard Operating Procedures (SOP) are approved methods for accomplishing a task or set of tasks and are typically prepared at the department or agency level.

A **Project Plan** is a narrative of activities for the year, describing program activities/goals, how activities/goals will be accomplished, who will carry out activities/goals, when activities/goals will be accomplished.

Appendix 2

Overview: CDC Public Health Capability Planning Model

Contractors are encouraged to use the CDC Public Health Preparedness Capabilities Planning Model to assess preparedness capacities. The CDC Public Health Preparedness Capabilities are numbered and presented alphabetically. Each of the fifteen (15) capabilities includes a definition of the capability and list of the associated functions, performance measures, tasks, and resource considerations.

A) The **Capability Definition** defines the capability as it applies to state, local, tribal, and territorial public health.

B) The **Function** describes the critical elements that need to occur to achieve the capability.

C) The **Performance Measure(s)** section lists the CDC-defined performance measures, if any, associated with a function.

D) The **Tasks** section describes the steps that need to occur to complete the functions.

E) The **Resource Elements** section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:

1) *Planning:* standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.

2) *Skills and Training:* baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.

3) *Equipment and Technology:* equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.

4) **Note**: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must *have* or *have access to* the priority resource elements. Remaining resource elements are recommended for consideration by Contractors.

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance
- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience
- Community Preparedness
- Community Recovery

Countermeasures and Mitigation
- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management
- Emergency Operations Coordination

Information Management
- Emergency Public Information and Warning
- Information Sharing

Surge Management
- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management

Appendix 3

Worksheet Instructions: How to complete the Capability worksheets
The following section provides instructions on how to complete the fifteen (15) Capability Worksheets associated with the CDC Public Health Preparedness Capability Model.

Functions

General instructions for completing the Capability Worksheets
Submit an entry for every function for every capability. Each function entry must include the following data items:

(1) Function Current Status
(2) Function Current Status Narrative
(3) Function Goal
(4) Function Goal Narrative (or Planned Activity)
(5) Function Funding Type
(6) Function Other Funding Sources Funding Type

A) Function Current Status

Select a current status option in the table below that best reflects the current status of this function across the jurisdiction.

Option	Description
Infrastructure Fully in Place - Fully Evaluated and Demonstrated	Select this option only if all the following conditions are met: 1. All priority resource elements are fully in place and/or accessible via MOU or other written agreement. 2. Any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are fully in place and/or accessible via MOU or other written agreements. 3. Contractor has fully evaluated and demonstrated performance of this function within the past 24 months (August 2009 or later) and found that it meets jurisdictionally defined needs.
Infrastructure Fully in Place - Not Fully Evaluated and Demonstrated	Select this option if all of the following conditions are met: 1. All priority resource elements are fully in place and/or accessible via MOU or other written agreement.

	2. Any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are fully in place and/or accessible via MOU or other written agreement. 3. Contractor has not attempted demonstration of this function, the demonstration was more than 24 months ago (before August 2009), **or** contractor has evaluated and demonstrated this function but found that it did not meet jurisdictionally defined needs.
Infrastructure Not Fully in Place	Select this option only if any priority resource elements and any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are not fully in place.
No Infrastructure in Place	Select this option only if the Contractor has no resource elements or any other infrastructure in place to perform this function.

B) Function Current Status Narrative:

Provide a function current status narrative.

Option	Description
Infrastructure Fully in Place - Fully Evaluated and Demonstrated	The narrative should include the following: 1. Date of demonstration (must be in past 24 months) 2. Type of demonstration (exercise, planned event, real incident, or routine activity) 3. Outcome (result) of demonstration 4. Evidence that the demonstration aligns to the function's definition.
Infrastructure Fully in Place - Not Fully Evaluated and Demonstrated	The current status narrative should include the following: 1. If the function was partially demonstrated, succinctly describe what has been demonstrated, how it was demonstrated, and what has not been demonstrated. 2. If the function was demonstrated but issues were identified, succinctly describe the issues that were identified. 3. If the function has not been demonstrated, describe what, if any, are the barriers / challenges to demonstrating this function. 4. If the function is to be demonstrated in a

	future budget period, identify the projected timeframe for demonstration.
Infrastructure Not Fully in Place	The narrative should include a succinct description of any missing resource elements or other infrastructure and any related barriers that are not described in the Resource Element section.
No Infrastructure in Place	The narrative should include a succinct description of any barriers to having the infrastructure fully in place that are not described in the Resource Element section.
No Information Available at this time	If any of the specific information requested is not available at the time of application, enter "information not available at this time" or similar language and indicate when this information will be available.

C) Function Goal

Select the function goal from the list below that most closely represents the result or achievement toward which the effort is being directed across the jurisdiction for the budget period.

Option	Description
Build	Contractor plans to increase the level of resource elements and/or performance for this function. This could be via any or all of the following (not intended to be an exhaustive list): 1. Resource element(s) will be developed/ purchased/assured via MOU or other written agreement. 2. Performance improvement steps are to be implemented.
Sustain	Contractor plans to maintain the current state/ status/level of resource elements for this function. Sustain may or may not require related activities, resources, and funding. **Note: "**Sustain" is not an available option if current state is "no infrastructure."
Scale Back	Contractor plans to reduce, downsize, remove, or downgrade the resource elements within a function. **Note:** The "scale back" option is not intended to include situations where reducing resource elements results in no or

	minimal impact to overall performance. For example, scaling back may include situations where excess capacity is purposely reduced. In those cases, "sustain" may be a more accurate selection. "Scale back" is intended to denote situations where needed capacity and/or performance is being lost or reduced in some way. **Note**: "Scale back" is not an available option if current state is "no infrastructure."
No Goal	Contractor has no current infrastructure and no plans to develop any infrastructure this year. **Note:** "No goal" is an option only if Contractor selects "no infrastructure" in current status. If current status is "fully in place" or "partially in place," then goal must be either "build," "sustain,." or "scale back."

D) **Function Goal Narrative**

Submit a function goal narrative.

Note: In the function goal narrative, the contractor should provide information about the function goal (or planned activities) that cannot be captured in the resource element goal narrative. If any requested information below is present in a resource element goal narrative, then do not repeat it.

Option	Description
Build or Sustain	The narrative should include a brief description of what is intended to be built or sustained and how this is intended to be achieved.
Function current status is "fully in place – fully evaluated and demonstrated" and the function goal is "Build"	Explain why the Contractor is continuing to build.
Function current status is "not fully in place – fully evaluated and demonstrated," and function goal is "sustain".	Provide a brief description of why there are no plans to fully build and/or demonstrate this function.
Scale Back	Provide a brief description of what is being scaled back and why.
No Goal	Provide a brief description of why there is no goal. Include a brief description of how this function is planned to be implemented.

D) Function Funding Type

Select the types of funding that will be used to fund that function from the options defined below.

Option	Description
PHEP	The function is entirely funded by the PHEP cooperative agreement (includes match)
Partial PHEP	The function is funded by PHEP **and** by other funding source(s).
Other Funding Sources	The function is funded by sources **other than** PHEP.
No Funding	There is no funding for the function.

E) Other Funding Sources

If the funding type is "partial PHEP" or "other funding sources," select one or more "other funding sources" to provide additional information about funding. The options are:

Option
State Funds
Local Funds
Hospital Preparedness Program (HPP) Funds
Epi/Lab Capacity (ELC) Funds
DHS Funds
In-Kind/Partner Funds
Other (please specify)

Resource Elements

General Instructions:

- **Priority Resource Elements**
  Submit an entry for all priority resource elements for all functions for all capabilities.

- **Recommended Resource Elements**
  Submit an entry for any recommended resource element that has planned activities for this budget period to either build or sustain the element.

- **Contractor-Defined Resource Elements**
  Submit an entry for any contractor-defined resource element that has planned activities for this budget period to either build or sustain the element. It is not necessary to provide contractor-defined resource elements. This task is optional.

  Contractor-defined resource elements must be categorized as either "planning," "skills and training," or "equipment and technology."

Contractor-defined resource elements must be within scope of the associated function and must directly contribute to the Contractor's ability to carry out the associated capability, function, and/or task.

Resource Element Entry
Each resource element entry submitted according to the instructions defined above must consist of the following data items:

- Resource Element Current Status
- Resource Element Current Status Narrative
- Resource Element Goal
- Resource Element Goal Narrative

Instructions for each of these data items are described below.

A) Resource Element Current Status

Select the resource element's current status option below that most appropriately reflects the current status of the resource element across their jurisdiction.

Option	Description
Fully in Place	All items identified in the resource element definition* are in place.
Partially in Place	Some items identified in the resource element definition* are in place.
Not in Place	No items identified in the resource element definition* are in place.

*As defined in *Public Health Preparedness Capabilities: National Standards for State and Local Planning*.

Contractors should use their own judgment for contractor-defined resource elements as to whether these are fully in place, partially in place, or not in place.

B) Resource Element Current Status Narrative

Submit a resource element current status narrative.
Note: The information requested for the narrative will depend on the resource element's current status. See instructions below for more details.

1) If the resource element's current status is "fully in place" or "partially in place," then the narrative must include the following:

   i) Indication whether the resource element is via MOU or other written agreements.

   ii) If applicable, brief description of any aspects of this resource element that are above and beyond the resource element description as described in the *Public*

Health Preparedness Capabilities: National Standards for State and Local Planning.

iii) For a contractor-defined resource element, a brief description of what is in place.

iv) If the current status is "partially in place," identify the parts of the resource elements that are in place and those that are not in place.

v) A brief description of how this resource element is being implemented.

vi) If the resource element is in place in some parts of the jurisdiction but not others, please explain.

2) If the current status is "not in place," the narrative should include a brief description of why this resource element is not in place.

3) If the specific information is not available at the time of application, state "information not available at this time" and indicate when this information will be available.

C) Resource Element Goal

Select the most appropriate match for the resource element goal for the current budget period as described in the table below that refers to their entire jurisdiction.

Option	Description
Fully in Place	All items identified in the resource element definition* will be in place
Partially in Place	Some items identified in the resource element definition* will be in place
Not in Place	No items identified in the resource element definition* will be in place

*As defined in the *Public Health Preparedness Capabilities: National Standards for State and Local Planning.*

Contractors should use their own judgment for contractor-defined resource elements as to whether these are planned to be fully, partially or not in place.

D) Resource Element Goal Narrative

1) Submit a resource element goal narrative that includes a description of any planned activities related to this resource element, including the following:

i) A description of resource element aspects that will be built and/or sustained during the upcoming budget period.

ii) The responsible/lead person or role for this activity.

iii) A description of how this resource element is going to be built and/or sustained (or via MOU or other written agreements) this upcoming budget period.

iv) Who will be involved in these activities, e.g., internal, contracts, partnerships.

v) Milestones and defined deliverables/outputs. Milestones should be specific, measureable, achievable, realistic, and refer to what is being built/sustained. At a minimum, milestones should be established prior to and after the mid-year period.

vi) For contractor-defined resource elements or when going "above and beyond" the resource element description, succinctly describe why the element or an excess are necessary.

2) For resource elements that have a resource element goal of "partially in place" or "not in place," include a brief description of the barriers to having this resource element fully in place across the jurisdiction.

3) For resource elements that have a resource element goal of "fully in place or "partially in place," contractors should include a brief description of how this resource element will be implemented.

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General Provisions
(Core/Subrecipient)

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ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 **Compliance with Statutes and Rules.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 1.02 **Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 **Client Financial Eligibility.** Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 1.06 **Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through

web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 **Statutes and Standards of General Applicability.** Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;

l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
s) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
u) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104); and
v) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.08 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 13.19;
   2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
   3) Insurance, Section 12.03;
   4) Liability Coverage, Section 12.05;
   5) Fidelity Bond, Section 12.04;
   6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
   7) Debt to State and Corporate Status, Section 3.01;
   8) Application of Payment Due, Section 3.02; and
   9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).
b) The following additional provisions will apply to interagency contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
   2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
   3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.
c) The following additional provisions will apply to interlocal contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
   2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
   3) Each Party represents that it has been authorized to enter into this Contract.
d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 **Civil Rights Policies and Complaints.** Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 **Licenses, Certifications, Permits, Registrations and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 **Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts

with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b) contraindication considerations for telemedicine use;
c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;
h) quality oversight and monitoring of satisfaction of the individuals served; and
i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 **Fees for Personal Health Services.** Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

Section 2.06 **Cost Effective Purchasing of Medications.** If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 **Services and Information for Persons with Limited English Proficiency.** Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English

proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 **Use of Funds.** Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 **Use for Match Prohibited.** Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or

local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 **Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 **Final Billing Submission.** Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 **Working Capital Advance.** If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 4.05 **Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and

financial assessment. Contractor shall submit the final FSR no later than sixty (60) days following the end of the applicable term.

Section 4.06 **Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 **Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 **Condition Precedent to Requesting Payment.** Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 **Allowable Costs.** For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other	48 CFR Part 31, Contract Cost	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding

than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency		agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 **Independent Single or Program-Specific Audit**. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor shall require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and shall require the audit firm to contract with an independent audit firm to perform a second partner review of the

single or program-specific audit work performed for Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 **Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 **Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 7.02 **Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or

other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 **Security of Patient or Client Records.** Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 **HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.

ARTICLE VIII RECORDS RETENTION

Section 8.01 **Retention.** Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC)

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 **Litigation.** Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 **Action Against the Contractor.** Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 **Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 **Misuse of Funds and Performance Malfeasance.** Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make

such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 **Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 **Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 **Certification.** Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;

c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has 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 private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 11.02 **Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 **Authorization.** Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 **Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 **Antitrust.** Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 **Initiation and Completion of Work.** Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 **Responsibilities and Restrictions Concerning Governing Body, Officers and Employees**. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-

profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 **Management and Control Systems**. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: http://www.dshs.state.tx.us/contracts/cfpm.shtm. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 **Insurance.** Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance

proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 **Fidelity Bond**. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 **Liability Coverage.** For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 **Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 **Program Site.** Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 **Cost Allocation Plan.** Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to mailto:coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 12.09 **Employee/Volunteer Background Screening**. Contractor shall comply with employee/volunteer background screening standards established by the Department.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 **Contracts with Subrecipient and Vendor Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written polices and procedures for procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN);
b) a detailed description of the services to be provided;
c) measurable method and rate of payment and total not-to-exceed amount of the contract;
d) clearly defined and executable termination clause; and
e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 12.13 **Status of Subcontractors.** Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 **Incorporation of Terms in Subrecipient Subcontracts.** Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

Section 12.15 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and

guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 **Notice of Organizational Change.** Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 **Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 **Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of $5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 12.21 **Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 **Changes to Equipment List.** All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment.

If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 **Property Inventory and Protection of Assets.** Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms.shtm. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 **Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 **Title to Property.** At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 **Property Acquisitions.** Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 **Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 **Closeout of Equipment.** At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 12.29 **Assets as Collateral Prohibited.** Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 **Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 **Lobbying.** Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section__.27 and A-21 paragraphs 17 and 28. Contractor shall include this provision in any subcontracts.

Section 13.03 **Conflict of Interest.** Contractor represents to the Department that it and its subcontractors, if any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 13.04 **Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 **Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance

required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."
d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 13.06 **Other Intangible Property.** At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 13.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on

which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 **Successors.** This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 **Direct Operation.** At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 13.14 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 **Amendment.** The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 **Contractor's Notification of Change to Certain Contract Provisions.** The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a) contractor's contact person and contact information;
b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures;
e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds; and
f) a change to remove community sites, independent school districts or schools, in substance abuse Program Attachments in accordance with an Implementation Plan that must be submitted along with the notification of the change to the contract manager assigned to the Program Attachment.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of $100,000 or more, provided that the total budget amount is unchanged;
b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
c) change in clinic hours or location;
d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
g) changes to add community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at

http://www.dshs.state.tx.us/grants/forms.shtm, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 **Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 13.21 **Electronic and Information Resources Accessibility and Security Standards.** As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/. Contractor certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by DIR.

Section 13.22 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 **Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;
d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) failure by Contractor to provide a full accounting of funds expended under this Contract;
f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 **General Remedies and Sanctions.** The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by the Department to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
c) deny additional or future contracts with Contractor;
d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
l) require Contractor to obtain technical or managerial assistance;
m) establish additional prior approvals for expenditure of funds by Contractor;
n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
p) pursue a claim for damages as a result of breach of contract;
q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
s) reduce the Contract term;
t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
u) assess liquidated damages;
v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which

may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 **Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 **Termination Without Cause.**

a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    1) Contractor fails to make payments;
    2) Contractor makes an assignment for the benefit of its creditors;
    3) Contractor admits in writing its inability to pay its debts generally as they become due;

4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;

h) Contractor's management system does not meet the UGMS management standards; or
i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 **Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 **Void Contracts.** Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that

Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

2011-038671-001

Categorical Budget:

PERSONNEL	$425,885.00
FRINGE BENEFITS	$112,227.00
TRAVEL	$5,051.00
EQUIPMENT	$0.00
SUPPLIES	$1,634.00
CONTRACTUAL	$0.00
OTHER	$15,531.00
TOTAL DIRECT CHARGES	$560,328.00
INDIRECT CHARGES	$0.00
TOTAL	$560,328.00
DSHS SHARE	$509,389.00
CONTRACTOR SHARE	$50,939.00
OTHER MATCH	$50,939.00

Total reimbursements will not exceed $509,389.00

Financial status reports are due: 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-038671 (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 HEALTH DEPARTMENT (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 $509,389.00, 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 08/01/2011 and ends on 07/31/2012. 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:

   2011-038671-001 Public Health Emergency Preparedness (PHEP)

c. General Provisions (Sub-recipient)
d. Solicitation Document(s) (Not Applicable), and
e. Contractor's response(s) to the Solicitation Document(s) (Not Applicable).
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: 17460007176060

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	HIDALGO COUNTY HEALTH DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

Print Name of Authorized Individual

2011-038671

Application or Contract Number

HIDALGO COUNTY HEALTH DEPARTMENT

Organization Name

DOCUMENT NO. 2011-038671
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000375554

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: Public Health Emergency Preparedness (PHEP)

TERM: 08/01/2011 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP11-1101) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) Cooperative Agreement seeks to advance public health preparedness by:

A. Establishing a prioritized and consistent set of public health preparedness capabilities;
B. Encouraging Contractor to measure abilities to achieve the public health preparedness capabilities and report how PHEP funds are used to achieve these capabilities;
C. Addressing lessons learned during the H1N1 influenza pandemic regarding the administrative preparedness necessary at the state and local levels for effective response as well as provide an improved mechanism for awarding response funding;
D. Accelerating public health emergency response funding by including a second funding authority provision for contingent emergency response funding;
E. Funding a limited number of higher population metropolitan statistical areas to develop all-hazards public health reduction strategies; and
F. Quantifying the return on investment of public funds for preparedness.

Contractor shall address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon:

A. A jurisdictional risk assessment;
B. An assessment of current capabilities and gaps using CDC's *Public Health Preparedness Capabilities: National Standards for State and Local Planning; and*
C. CDC's recommended tiered strategy for capabilities as listed below in order of importance according to the CDC (not numerical order). Each capability is also defined further below.

Tier 1 Capabilities

Capability 12: Public Health Laboratory Testing

Capability 13:	Public Health Surveillance and Epidemiological Investigations
Capability 1:	Community Preparedness
Capability 8:	Medical Countermeasure Dispensing
Capability 9:	Medical Material Management and Distribution
Capability 14:	Responder Safety and Health
Capability 3:	Emergency Operations Coordination
Capability 4:	Emergency Public Information and Warning
Capability 6:	Information Sharing

Tier 2 Capabilities

Capability 11:	Non-Pharmaceutical Intervention
Capability 10:	Medical Surge
Capability 15:	Volunteer Management
Capability 2:	Community Recovery
Capability 5:	Fatality Management
Capability 7:	Mass Care

Capability 1 – Community Preparedness:

Definition: Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents**.**

Capability 2 – Community Recovery:

Definition: Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 4 – Emergency Public Information and Warning:

Definition: Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Capability 5 – Fatality Management:

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 7 – Mass Care:

Definition: Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

Capability 8 – Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 10 – Medical Surge:

Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

Capability 11 – Non-Pharmaceutical Interventions:

Definition: Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

Capability 12 – Public Health Laboratory Testing:

Definition: Public health laboratory testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

Capability 13 – Public Health Surveillance and Epidemiological Investigations:

Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Capability 15 – Volunteer Management:

Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

DSHS encourages partnership and collaboration within, between, and among jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;

- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP11-1101: http://www.grants.gov/search/search.do;jsessionid=7JnBNtWJ9LQLVKh8hD5PjQLLP5kldCdN5k2yVcpQZG7L80dL7pVf!-241849593?oppId=88673&mode=VIEW;
- *Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:* http://www.cdc.gov/phpr/capabilities/Capabilities_March_2011.pdf;
- Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
- Hazard Risk Assessment Instrument from the University of California, Los Angeles Center for Public Health and Disasters: http://www.cphd.ucla.edu/npdfs/HRAI_Workbook.pdf;
- Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (Aug. 2011 through July 2012), attached as Exhibit A;
- Contractor's FY12 Applicant Information and Budget Detail for FY12 base cooperative agreement;
- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan;
- Tactical Guide, Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016;
- Homeland Security Exercise and Evaluation Plan (HSEEP) Documents: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
- Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos): http://www.texasprepares.org/survivingdisaster.htm; and
- Preparedness Program Guidance(s) as provided by DSHS and CDC.

The CDC PHEP Budget Period 11 (Aug. 2011 through July 2012) funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated,

including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The Contractor is required to provide matching funds for PHEP Budget Period 11 (Aug. 2011 through July 2012) of the Funding Opportunity Number CDC-RFA-TP11-1101 not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate activities and response plans within the jurisdiction, with state, regional, other local jurisdictions, and tribal entities (where appropriate), with local agencies, with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AARs), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises in a format specified by DSHS and in compliance with Homeland Security Exercise and Evaluation Plan (HSEEP) standards.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with the State of Texas, Governor's Division of Emergency Management of the State of Texas, or other points of contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

A. Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;

B. Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
C. Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
D. Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
E. Reporting immediately all illnesses resulting from bioterrorism, chemical emergencies, radiological emergencies, or other unusual events and data aberrations as compared to background surveillance data to the jurisdiction's respective DSHS Health Service Region (HSR) regional office or to DSHS.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

Contractor must complete performance measures and benchmarks as outlined in the attached Exhibit A, Public Health Emergency Preparedness Work Plan for Local Health Departments Budget Period 11 (August 2011 to July 2012), and as noted below:

A. Demonstrated capability to rapidly assemble public health staff with lead incident management roles;
B. Demonstrated adherence to PHEP reporting deadlines;

C. Demonstrated capability to receive, stage, store, distribute, and dispense material during a public health emergency; and
D. Submit H1N1 After-Action Report Improvement Plan Status Reports.

Failure to meet these performance measures may result in withholding a portion of the fiscal year 2012 PHEP base award.

Contractor shall document the following Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans:

A. Demonstrated capability to rapidly assemble public health staff with lead incident management roles.

1. To meet this benchmark, Contractors must demonstrate the capability for pre-identified staff covering activated public health agency incident management lead roles (or equivalent lead roles) to report for duty within 60 minutes or less. Staff assembly must be unannounced. To ensure a timely and effective response to an incident, Contractors must demonstrate the capability to immediately assemble public health staff with lead incident management roles. In recognition that an effective response will not occur if the necessary staff are not available, the ability to assemble lead incident management staff to initiate response actions in a timely manner has been deemed a top priority for CDC and the U.S. Department of Health and Human Services (HHS), and has been identified as an HHS Priority Goal for the fifty (50) states.

B. Demonstrated adherence to PHEP reporting deadlines.

1. PHEP mid-year progress report, due to DSHS on or before January 27, 2012, including a status update on work plan activities, Pandemic and All-Hazards Preparedness Act (PAHPA) benchmarks, performance measurement and demonstration plan activities, a five-year timeline for addressing the public health preparedness capabilities, and risk-based funding activities (if applicable).

2. End-of-year progress report, due to DSHS on or before August 15, 2012, including an update on work plan activities, risk-based funding activities (if applicable), a budget expenditure report, performance measurement, and demonstration plan activities.

C. Demonstrated capability to receive, stage, store, distribute, and dispense material during a public health emergency.

1. As part of their responses to public health emergencies, Contractor must be able to provide countermeasures to 100% of their identified population within 48 hours after the decision to do so. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging,

storage, distribution, and dispensing of material during a public health emergency.

2. Building on the framework and tools already established to assess capabilities to receive, distribute and dispense medical countermeasures, CDC has developed a composite measure to more fully represent preparedness activities and the collective gains of each of the sixty-two (62) PHEP-funded jurisdictions.

3. The medical countermeasure distribution and dispensing (MCMDD) composite score will serve as a collective indicator of preparedness and operational capability within local/planning jurisdictions, Cities Readiness Initiative (CRI) areas, states, directly funded cities, territories, and freely associated states. CDC will continue to conduct annual technical assistance reviews (TARs) of all sixty-two (62) PHEP awardees. Local, city, state, and territorial preparedness will be subsequently defined as a composite measure derived from results of TARs, drill submissions, full-scale exercise, and compliance with programmatic standards.

4. Using the individual composite scores to represent local jurisdiction preparedness, CDC will compute an overall MCMDD composite score for each of the sixty-two (62) jurisdictions. During the progression of the 2011-2016 PHEP cooperative agreement cycles, jurisdictions will be required to perform and/or submit documentation for a series of composite requirements to meet the advancing MCMDD composite benchmark. With the exception of the annual TAR and drill submission requirements, jurisdictions will have substantial flexibility in determining the order in which they perform or demonstrate capability to meet the composite measure. CDC will provide additional details and guidance on the MCMDD composite measure requirements at a subsequent date.

D. Submit H1N1 After-Action Report Improvement Plan Status Reports.

1. Contractors shall submit H1N1 AAR Improvement Plan Status Reports to DSHS by October 31, 2011 in a format to be determined by DSHS. Submission of the H1N1 After-action Report (AAR) Improvement Plan Status Report for 2011 is intended to provide summary status updates of the key improvement plan items from H1N1 AAR and Improvement Plans following the 2009-2010 H1N1 influenza pandemic response. Submission of these reports fulfills the pandemic influenza plan submission requirement.

Contractor shall provide services in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to four (4) additional one-year terms at DSHS's 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) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor shall submit the Match/Reimbursement Certification (Form B-13A) and the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13), Match/Reimbursement Certification Form (Form B-13A), and Financial Status Report to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

The email address for submitting mid- and end-of-year reports, plus any additional programmatic reports is PHEP@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA* # 93.069

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

> Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: research; reimbursement of pre-award costs; clinical care; the purchase of vehicles of any kind, new construction, or the purchase of incentive items.

General Provisions, **General Terms** Article, **Amendment** Section, 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.

General Provisions**, General Terms** Article**, Contractor's Request for Revision of Certain Contract Provisions** Section, subsection a) is revised to read as follows:

a) provided that the total budget amount is unchanged: (1) cumulative budget transfers among direct cost categories, other than equipment, that exceed 10% of Program Attachments <u>of $100,000 or more</u>, and (2) cumulative transfers from or to the equipment category under 10% of any Program Attachment (cumulative transfers from or to the equipment category that equal or exceed 10% of any Program Attachment require an amendment to this Contract);

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, subsection e) is revised to read as follows:

e) changes in the equipment category of a previously approved equipment budget;

DATE: July 20, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-10-340-013-2-XXX CPS Bioterrorism Preparedness

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 following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
1-1293-441-10-340-013-2-113	CPH Bio Prep - Reg F/T Employees	$ 425,885.00
Fringes		
1-1293-441-10-340-013-2-211	CPH Bio Prep - Health Insurance	$ 30,924.00
1-1293-441-10-340-013-2-212	CPH Bio Prep - Life Insurance	$ 232.00
1-1293-441-10-340-013-2-220	CPH Bio Prep - FICA	$ 32,580.00
1-1293-441-10-340-013-2-230	CPH Bio Prep - Retirement	$ 40,885.00
1-1293-441-10-340-013-2-250	CPH Bio Prep - Unemployment	$ 2,131.00
1-1293-441-10-340-013-2-260	CPH Bio Prep - Workmans Comp	$ 5,475.00
Travel		
1-1293-441-10-340-013-2-581	CPH Bio Prep - Travel In-County	$ 1,020.00
1-1293-441-10-340-013-2-583	CPH Bio Prep - Travel Out-of-County	$ 4,031.00
Supplies		
1-1293-441-10-340-013-2-601	CPH Bio Prep - Office & Computer Supplies	$ 1,634.00
Other		
1-1293-441-10-340-013-2-413	CPH Bio Prep - Elec Surveillance & Security	$ 720.00
1-1293-441-10-340-013-2-432	CPH Bio Prep - Repair & Maint. - Equip & Vehicles	$ 944.00
1-1293-441-10-340-013-2-532	CPH Bio Prep - Wireless Devices	$ 2,743.00
1-1293-441-10-340-013-2-534	CPH Bio Prep - Internet	$ 4,439.00
1-1293-441-10-340-013-2-584	CPH Bio Prep - Registration	$ 800.00
1-1293-441-10-340-013-2-626	CPH Bio Prep - Gasoline / Diesel	$ 944.00
1-1293-441-10-340-013-2-780	CPH Bio Prep - Capital Leases	$ 4,941.00
	TOTAL APPROPRIATION	$ 560,328.00
1-1293-331-12-340-013-2-000	CPH Bio Prep - Revenue	$ 509,389.00
1-1293-391-01-000-100-2-000	Transfer In - General Fund	$ 50,939.00
1-1100-491-01-000-293-2-891	Transfers Out - Health	$ 50,939.00
1-1100-415-00-115-002-0-899	County Wide Admin.- Contingency	$ (50,939.00)
	TOTAL APPROPRIATION	$ 560,328.00

REASON: To appropriate the grant monies for the CPS Bioterrorism Preparedness program and to appropriate the 10% cash match amount.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT **DATE** **ATTEST CO. CLERK**

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

HEALTH TECHNICIAN

GRADE: 07

GENERAL DESCRIPTION

Performs routine (journey-level) health care work; Work involves assisting medical staff in administering therapeutic programs and monitoring patient conditions; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Monitors patients for changes in condition, and records and reports changes

Sets up and operates therapeutic equipment

Assists patients in rehabilitative therapies

Assists in implementing planned patient care programs

Assists medical staff in conducting patient examinations

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in health care work; Graduation from a high school or equivalent; Associate degree or vocational training preferred; Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Skill in the operation of therapeutic equipment

Ability to provide patient care

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

HEALTH ALERT NETWORK ADMINISTRATOR

GRADE: 11

GENERAL DESCRIPTION

Administers local Health Alert Network (HAN) and all applications utilized by HAN; Plan, develop, and implement strategies and deliverables and ensure goals are met; Develop and implement policies and procedures for the HAN. Plan and make budget recommendations; Maintains HAN database containing 24/7 contact information for public health preparedness; Initiates emergency communications with public health and the health care community through rapid means of distributing information; Performs complex systems analysis, design, coding, testing and implementation.

EXAMPLES OF WORK PERFORMED

Maintains and administers Health Alert Network (HAN) including transmittal and response HAN messages and alerts on 24/7/365 basis to facilitate public health preparedness

Administers HAN 24/7 contact database

Provides technical assistance and end user support HAN applications to department personnel

Develop and implement policies and procedures for HAN

Updates HAN website and manages HAN secure web server

Assists with installing database software updates in house and at off-site locations

Trains new staff on new and updated procedures as needed

Plan, research and oversees projects and implementations for the HAN and its application

Design, develop, and maintains critical databases and procedures necessary to save, retrieve and recover critical disease and incident databases from hardware and software failures

Prepares and gives presentations, briefings and training sessions on database operation for external and internal personnel

Coordinates video conferencing and distance learning using the HAN

Generates reports for internal and external customers as required

Tests HAN and other redundant communication systems as needed

Researches and recommends new technologies and applications

Prepares for periodic audits

Performs all other related duties involved in the operation of Public Health as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's Degree preferable in Computer Science, Information Systems, Business Management, Communications or related field. Three (3) years of full time computer information systems experience are required. MSCE or MCDBA certification strongly desired.

Knowledge, Skills, and Abilities

Extensive knowledge of database applications, spreadsheets, computing systems and data analysis programs required

Basic knowledge and understanding at the protocol level of TCP/IP, routing, DNS, SMTP, FTP, HTTP required

Must have excellent oral and written communication skills and possess strong organizational skills

Fluency in MSSQL Server, ASP.NET, and HTML, VB.NET or other similar tools strongly desired

Knowledge of grant proposals, deliverables, and project management also strongly desired

Independent judgment and technical skills are required to design, administer and support computer (software/hardware) and other equipment, as well as employee needs

Ability to communicate effectively and ability 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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. – COMMUNITY LIAISON II (340-013) DATE: 7/22/11

CURRENT POSITION TITLE: COMMUNITY LIASION II CURRENT SLOT. #: 0004

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: $ 48,383.00 (Grade 13/ Step 2) (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (48,383.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other DELETION OF POSITION DUE TO DECREASE IN GRANT FUNDS

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)

This position is being eliminated due to loss of funding.

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	07/22/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/25/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. – HEALTH ALERT NETWORK ADMINISTRATOR (340-013) DATE: 7/22/11

CURRENT POSITION TITLE: HEALTH ALERT NETWORK ADMINISTRATOR CURRENT SLOT. #: 0009

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: $ 40,078.00 (Grade 11/ Step 1) (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (40,078.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other DELETION OF POSITION DUE TO DECREASE IN GRANT FUNDS

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)

This position is being eliminated due to loss of funding.

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	07/22/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/25/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. – HEALTH TECHNICIAN (340-013) DATE: 7/22/11

CURRENT POSITION TITLE: HEALTH TECHNICIAN 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: $ 30,489.00 (Grade 7/ Step 2) (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (30,489.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other DELETION OF POSITION DUE TO DECREASE IN GRANT FUNDS

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)

This position is being eliminated due to loss of funding.

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	07/22/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/25/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-27651 **11. D.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

CAPTION

Discussion regarding reductions to grant awards received by the Hidalgo County Health & Human Services Dept and the impact to the Hidalgo County community.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Item for discussion only.

Attachments

27651 backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 08:05 AM
Manuel Chapa	Manuel Chapa	07/21/2011 02:54 PM
Rosalinda Cantu	Rosie Cantu	07/22/2011 04:17 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Mike Escaname Started On: 07/20/2011 04:32 PM

Final Approval Date: 07/22/2011

Hidalgo County Health & Human Services Department
Grants Received from the Texas Department of State Health Services
August 1, 2010 through August 31, 2011

Current Contract No.	Grant Name / Title	Current Grant Period	Current Award Amount for FY 11	Amount Being Reduced / Eliminated- (Projected)	Percentage	Status
2011-035550	RLSS-Local Public Health System	09/01/2010 - 08/31/2011	$ 126,424.00	$31,606 to $63,212 (Range)	25 to 50	Pending
2011-035282	Tuberculosis Prevention & Control - State	09/01/2010 - 08/31/2011	$ 406,039.00	$101,509 to $203,020 (Range)	25 to 50	Pending
2011-037506	TB Prevention & Control Services	01/01/2011 - 12/31/2011	$ 440,313.00	$110,078 to $220,157 (Range)	25 to 50	Pending
2011-036297	Immunization Branch - Locals	09/01/2010 - 08/31/2011	$ 649,320.00	No Change	No Change	Final
2010-035706	CPS-Bioterrorism Preparedness	08/01/2010 - 07/31/2011	$ 607,056.00	$97,667	16	Final
2010-035046	PPCP / Bio Discretionary	07/01/2010 - 07/31/2011	$ 106,496.00	$26,624 to $53,248 (Range)	25 to 50	Pending
2011-036953	CHS - Fee for Service Family Planning	09/01/2010 - 08/31/2011	$ 244,205.00	$61,051 to $122,102 (Range)	25 to 50	Pending
2011-036490	CHS - Fee for Service - Prenatal	09/01/2010 - 08/31/2011	$ 165,909.00	$41,477 to $82,955 (Range)	25 to 50	Pending
2011-036940	CHS - Fee for Service - Child Health	09/01/2010 - 08/31/2011	$ 34,833.00	$8,708 to $17,417 (Range)	25 to 50	Pending
2010-035483	Office of Border Health	08/01/2010 - 07/31/2012	$ 150,000.00	$75,000	50	Final
2011-037518	PPCPS / PHER FA 1	10/01/2010 - 07/31/2011	$ 1,526,311.00	$1,526,311	100	Final
			$ 4,456,906.00	**Between $2,080,031 to $2,461,089**		

AI-27592 **12. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Daniel Flores **Submitted By:** Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

CAPTION

Facilities Managment (1100):
Approval to make payment of the following invoices/claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor:

a. Rio Grande Plumbing Supply Inc. in the amount of $578.02.

b. Reliant Energy in the amount of $51.30.

BACKGROUND

a. Rio Grande Plumbing Supply Inc.- for the purchase of additional plumbing parts listing the incorrect purchase order number.

b. Reliant Energy- for services that should not have been available due to vacancy of building since December 2010.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-40-220-001-0-671

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

BUDGETARY IMPACT:

FACILITIES MGMT-BLDG&OTHR STRUC R&M SUPP
$44,128.04 available funds as of 07/21/11 to pay Invoice #310799 in the amount of $578.02.

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-40-220-001-0-622

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

BUDGETARY IMPACT:

FACILITIES MGMT-ELECTRICITY
$274,544.23 available funds as of 07/21/11 to pay Invoice #1110085456560 in the amount of $51.30.

Attachments

Invoices-Claims

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 03:57 PM
Rosalinda Cantu	Rosie Cantu	07/21/2011 05:05 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Olga Garza Started On: 07/19/2011 03:12 PM

Final Approval Date: 07/22/2011

FACILITIES MANAGEMENT
County Of Hidalgo

To: Olga Garza, Planning Analyst
Hidalgo County Budget Office

From: Daniel Flores, Maintenance Manager
Hidalgo County F. Management

Date: July 18, 2011

"In remembrance of those before us."

Ref: Claims

This is a request to place the following two invoices on the agenda for approval to issue payment.

1) Rio Grande Plumbing---Invoice number 310799 in the amount of $ 578.02
(On February 16, 2011 PO # 652954 was issued to Noe Garcia to purchase plumbing parts for a work order that had been assigned to him, he made the purchase and submitted the invoice to the office for payment, on March 09, 2011 an invoice was received for additional items listing the same purchase order number, after speaking with the employee it was determined that he had assumed that since it was the same project he was working on that he could use the same PO to purchase the extra parts that he needed. A second requisition was entered to cover the extra materials and after explaining the situation to Purchasing Dept. the request was denied and it was recommended that this invoice be placed as a claim.)
2) Reliant Energy---Invoice number 1110085456560 in the amount of $ 51.30
(invoice was returned by the Auditor's Office with a discrepancy memo stating that they were unable to process it for payment because the building had been vacant since December 2010, that whoever was in charge of connecting/disconnecting services should have made sure that the service was terminated immediately, after explaining that this department was not responsible for terminating services that it was up to the Purchasing Dept to issue that request to the electric company. The building in question is where JP Rosa Trevino had originally been housed before they moved to the new Facilities on Hall Acres.

STATE OF TEXAS

If you have any questions or require additional information regarding this, please call me @ 956-289-7850

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

KOHLER CRANE JETGLAS

RIO GRANDE

PLUMBING SUPPLY INCORPORATED

1010 E. PECAN

www.riograndeplumbingsupply.com
PH. (956) 686-9557 • FAX (956) 686-7317 • 1-800-533-9401
P.O. BOX 3330 • McALLEN, TEXAS 78502

INVOICE

Number: 310799
Date: 03/09/11 09:18 a
Page: 1

323110

SOLD TO: HIDALGO CO COURT HOUSE
ATTN: ACCOUNTS PAYABLE
100 E. CANO
EDINBURG TX 78539
PH: 318-2511 EXT. 4629

SHIP TO: HIDALGO CO COURT HOUSE
ATTN: ACCOUNTS PAYABLE
100 E. CANO
EDINBURG TX 78539
PH: 318-2511 EXT. 4629
Attn: RAMIRO

ORDER NO.	ORDER DATE	ACCOUNT	SALESPERSON	PURCHASE ORDER NO.	SHIP VIA	DATE SHIPPED	TERMS
310799	03/09/11	0000000174	411	652954	OVER COUNTER	03/09/11	UPON RECPT

ORDERED	SHIPPED	QTY B.O.	PRODUCT CODE	PRODUCT DESCRIPTION	DISC	UNIT PRICE	EXTENDED PRICE
1.00	1.00	0.00	CR-31128	CRANE H/C B. FOOT TOILET WHITE		$100.9500	$100.95
1.00	1.00	0.00	CR-3612	TANK AND COVER PRESS ASSIS		$170.9500	$170.95
1.00	1.00	0.00	GB-24	1 1/2 X 24" GRAB BAR		$24.7500	$24.75
.00	1.00	0.00	B-523	T.SEAT ELONG. OP/FRONT L/COVER		$14.9900	$14.99
1.00	1.00	0.00	PARTS	CR-8213 LAV WALL HUNG		$45.0000	$45.00
1.00	1.00	0.00	GB-FW	1 1/2 FLOOR TO WALL GRAB BAR		$55.0000	$55.00
2.00	2.00	0.00	PFDWV90ST-3	3 PVC DWV STREET 90 ELL		$3.1700	$6.34
2.00	2.00	0.00	PFDWV90ST-4	4 PVC DWV STREET 90 ELL		$5.9600	$11.92
2.00	2.00	0.00	PFDWVFFF-4-3	CLOSET FLANGE FLUSH FIT 4 X 3		$6.4000	$12.80
1.00	1.00	0.00	10833	LENOX DIAMOND BLADE		$12.0000	$12.00
2.00	2.00	0.00	800RG	RECIPROCATING BLADE		$9.4100	$18.82
1.00	1.00	0.00	M-8884	MOEN ADA METERING LAV FAUCET		$85.0000	$85.00
10.00	10.00	0.00	B10-201	COCK HOLE COVER		$1.9500	$19.50

" The items not marked are not on the P.O."

13

RECEIVED BY [illegible] MAR 09 '11 [illegible]

Dr A Garcia

Pct 652954.

1-1100-419-40-220-001-0-671

GOOD SERVICES RECEIVED BY:
#578.02 Noe Garcia ON Court House
P.O.
INVOICE RECEIVED BY:
Norma ON 3/9/11

ALL PAYMENTS ON ACCOUNT WILL BE APPLIED TO THE OLDEST INVOICES

COPY

SUB-TOTAL:	$578.02
SALES TAX:	$0.00
FREIGHT:	$0.00
TOTAL:	$578.02

956-686-9557
THANK YOU FOR USING RIO GRANDE PLUMBING SUPPLY
FAX 956-686-7317

ACCOUNTS ARE DUE ON THE 10TH DAY OF THE MONTH FOLLOWING DELIVERY OF MERCHANDISE, AND CUSTOMER AGREES, BY EXECUTION OF THIS INVOICE OR OF DELIVERY OF MERCHANDISE HERE LISTED, TO PAY A SERVICE CHARGE CALCULATED AT 18% PER ANNUM ON ALL PAST DUE BALANCES.
A 15% HANDLING CHARGE APPLIES TO ALL RETURNED MERCHANDISE. NO RETURNS ON SPECIAL ORDER ITEMS. ALL TOOLS SOLD ON THIS INVOICE ARE NOT TAX EXEMPT.
THIS INVOICE IS PAYABLE AT McALLEN, HIDALGO COUNTY, TEXAS.

CUSTOMER DUPLICATE INVOICE

Requisition

Req # 00190250

PO # 652954
Date: 02/16/11

Attn: Alma
Please submit
as a claim
thanks.
Mary

Bill To: x
x

Vendor : 31003
RIO GRANDE PLUMBING SUPPLY INC.
P O BOX 3330
MCALLEN TX 78502
686-9557

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: MSIFUENTES
956-289-7853

Contract No:

Special Instructions:
REQ # 135

Attach P.O.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	OM CRANE H/C BIGFOOT TOILET WHITE	100.95	201.90
2.00	EACH	OM TANK AND COVER PRESS ASSIS	170.95	341.90
2.00	EACH	OM T.SEAT ELONG OP/FRONT L/COVER	14.99	29.98
		Account No	Encumbrance	
		1-1100-419-40-220-001-0-671	573.78	
			Freight	.00
			Total	573.78
		W/O # 11-0385		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

652954

Requisition

Req # 00196125

PO #

Date: 05/24/11

2nd Request Denied

Bill To: x
x

Vendor : 31003
RIO GRANDE PLUMBING SUPPLY INC.
P O BOX 3330
MCALLEN TX 78502

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 485

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		(NOTE: SEE THE INTERNAL EXPLANATION) DO NOT DUPLICATE ORDER		
1.00		PARTA/ SUPPLIES FOR UPGRADE OF TOILETS AT COURTHOUSE		.00
1.00	EACH	31128- CRANE H/C BIGFOOT TOILET WHITE	100.95	100.95
1.00	EACH	CR-3612, TANK AND COVER PRESS ASST	170.95	170.95
1.00	EACH	GB-24, 11/2X24 GRAB BAR	24.75	24.75
1.00	EACH	B-523, T.SEAT ELONG. OP/FRONT L / COVER	14.99	14.99
1.00	EACH	PARTS, CR-2813, LAV WALL HUNG	45.00	45.00
1.00	EACH	GB-FW, 11/2 FLOOR TO WALL GRAB BAR	55.00	55.00
2.00	EACH	PFDWV90ST.3, 3 PVC DWV STREET 90 ELL	3.17	6.34
2.00	EACH	PFDW90ST-4, 4PVC DWV STREET 90ELL	5.96	11.92
2.00	EACH	PFDWVFFF-4-3, CLOSET FLANGE FLUSH FIT 4X3	6.40	12.80
1.00	EACH	10833, LENOX DIAMOND BLADE	12.00	12.00
2.00	EACH	800RG, RECIPROCATING BLADE	9.41	18.82
1.00	EACH	M-8884, MOEN ADA METERING LAV FAUCET	85.00	85.00
10.00	EACH	B10-201, COCK HOLE COVER	1.95	19.50
		Account No	Encumbrance	
		1-1100-419-40-220-001-0-671	578.02	
			Freight	.00
			Total	578.02
		REF: WORK ORDER 11-0385		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

INVOICE

R E P R I N T

Number: 313460
Date: 04/05/11
Page: 1

SOLD TO: HIDALGO CO COURT HOUSE
ATTN: ACCOUNTS PAYABLE
100 E. CANO
EDINBURG TX 78539
PH: 318-2511 EXT. 4629

SHIP TO: HIDALGO CO COURT HOUSE
ATTN: ACCOUNTS PAYABLE
100 E. CANO
EDINBURG TX 78539
PH: 318-2511 EXT. 4629
Attn: RAMIRO

ORDER NO.	ORDER DATE	ACCOUNT	SALESPERSON	PURCHASE ORDER NO.	SHIP VIA	DATE SHIPPED	TERMS
313460	04/05/11	0000000174	360	652954	OVER COUNTER	04/05/11	UPON RECPT

ORDERED	SHIPPED	QTY B.O.	PRODUCT CODE	PRODUCT DESCRIPTION	DISC	UNIT PRICE	EXTENDED PRICE
2.00	2.00	0.00	CR-31128	CRANE H/C BIGFOOT TOILET WHITE		$100.9500	$201.90
2.00	2.00	0.00	CR-3612	TANK AND COVER PRESS ASSIS		$170.9500	$341.90
2.00	2.00	0.00	B-523	T.SEAT ELONG. OP/FRONT L/COVER		$14.9900	$29.98

SUB-TOTAL:	$573.78
SALES TAX:	$0.00
FREIGHT:	$0.00
TOTAL:	$573.78

INVOICE

R E P R I N T

Number: 310799
Date: 03/09/11
Page: 1

SOLD TO: HIDALGO CO COURT HOUSE
ATTN: ACCOUNTS PAYABLE
100 E. CANO
EDINBURG TX 78539
PH: 318-2511 EXT. 4629

SHIP TO: HIDALGO CO COURT HOUSE
ATTN: ACCOUNTS PAYABLE
100 E. CANO
EDINBURG TX 78539
PH: 318-2511 EXT. 4629
Attn: RAMIRO

ORDER NO.	ORDER DATE	ACCOUNT	SALESPERSON	PURCHASE ORDER NO.	SHIP VIA	DATE SHIPPED	TERMS
310799	03/09/11	0000000174	411	652954	OVER COUNTER	03/09/11	UPON RECPT

ORDERED	SHIPPED	QTY B.O.	PRODUCT CODE	PRODUCT DESCRIPTION	DISC	UNIT PRICE	EXTENDED PRICE
1.00	1.00	0.00	CR-31128	CRANE H/C BIGFOOT TOILET WHITE		$100.9500	$100.95
1.00	1.00	0.00	CR-3612	TANK AND COVER PRESS ASSIS		$170.9500	$170.95
1.00	1.00	0.00	GB-24	11/2 X 24" GRAB BAR		$24.7500	$24.75
1.00	1.00	0.00	B-523	T.SEAT ELONG. OP/FRONT L/COVER		$14.9900	$14.99
1.00	1.00	0.00	PARTS	CR-8213 LAV WALL HUNG		$45.0000	$45.00
1.00	1.00	0.00	GB-FW	11/2 FLOOR TO WALL GRAB BAR		$55.0000	$55.00
2.00	2.00	0.00	PFDWV90ST-3	3 PVC DWV STREET 90 ELL		$3.1700	$6.34
2.00	2.00	0.00	PFDWV90ST-4	4 PVC DWV STREET 90 ELL		$5.9600	$11.92
2.00	2.00	0.00	PFDWVFFF-4-3	CLOSET FLANGE FLUSH PIT 4 X 3		$6.4000	$12.80
1.00	1.00	0.00	10833	LENOX DIAMOND BLADE		$12.0000	$12.00
2.00	2.00	0.00	800RG	RECIPROCATING BLADE		$9.4100	$18.82
1.00	1.00	0.00	M-8884	MOEN ADA METERING LAV FAUCET		$85.0000	$85.00
10.00	10.00	0.00	B10-201	COCK HOLE COVER		$1.9500	$19.50

956-686-9557
THANK YOU
FOR USING
RIO GRANDE PLUMBING SUPPLY
FAX 956-686-7317

SUB-TOTAL:	$578.02
SALES TAX:	$0.00
FREIGHT:	$0.00
TOTAL:	$578.02

INVOICE

Number: 308800

R E P R I N T

Date: 02/17/11
Page: 1

SOLD TO: HIDALGO CO COURT HOUSE
ATTN: ACCOUNTS PAYABLE
100 E. CANO
EDINBURG TX 78539
PH: 318-2511 EXT. 4629

SHIP TO: HIDALGO CO COURT HOUSE
ATTN: ACCOUNTS PAYABLE
100 E. CANO
EDINBURG TX 78539
PH: 318-2511 EXT. 4629
Attn: RAMIRO

ORDER NO.	ORDER DATE	ACCOUNT	SALESPERSON	PURCHASE ORDER NO.	SHIP VIA	DATE SHIPPED	TERMS
308800	02/17/11	0000000174	360	652954	OVER COUNTER	02/17/11	UPON RECPT

ORDERED	SHIPPED	QTY B.O.	PRODUCT CODE	PRODUCT DESCRIPTION	DISC	UNIT PRICE	EXTENDED PRICE
2.00	2.00	0.00	CR-31128	CRANE H/C BIGFOOT TOILET WHITE		$100.9500	$201.90
2.00	2.00	0.00	CR-3612	TANK AND COVER PRESS ASSIS		$170.9500	$341.90
2.00	2.00	0.00	B-523	T.SEAT ELONG. OP/FRONT L/COVER		$14.9900	$29.98

SUB-TOTAL:	$573.78
SALES TAX:	$0.00
FREIGHT:	$0.00
TOTAL:	$573.78

Reliant Energy

Reliant Energy Account: 4 482 451 - 4
Customer Name: HIDALGO COUNTY
Account Name: JP PCT 2 PLC 2

Date Due: 06/02/2011

Invoice Number	Amount Due
111 008 545 656 0	$ 51.30

Account Summary **Billing Date:** May 3, 2011

Previous Amount Due	$36.10
Payment 04/25/2011	-36.10
Balance Forward	0.00
Current Charges	51.30
Amount Due	**$51.30**

Not Paying – No service shall be available. Return to Dept.

J.P. Rose Trevinos office has vacated the building as of December 31st, 2010

Questions or Comments?

Reliant Energy
P.O. Box 1532
HOUSTON TX 77251-1532
For billing Inquiries: Contact us toll-free at 1-888-256-8108
Email us at: solutions@reliant.com
Visit our Web site:
EnergyCommander.com
PUCT Certificate 10007

PCT Pl. 2 Rachel Bueno ext. 2202 Person of Contact.

Service Address:

124 E PARK ST
PHARR TX 78577

For outages or emergencies
1-866-223-8508.

COPY

ESI ID:
10032789440223640
SCALAR Meter

Electric Usage Detail

Load Factor	34.7 %
Meter Number: 930099	
Current Meter Read 04/28/2011	59277
Previous Meter Read 03/29/2011	59177
kWh Multiplier	2
kWh Usage	200
Demand	1 kW

Current Electric Charges Detail

30 Day Billing Period From 03/29/2011 To 04/28/2011

State Power Program - Fixed Price		
Actual Consumption * Price	200 kWh @ $0.116780/kWh	23.36
TDSP Pass-Through Charges	From 03/29/2011 To 04/28/2011	
Competition Transition Charge	200 kWh @ $0.000065/kWh	0.01
Transition Charge	8.40000 kW @ $1.040549/kW	8.74
Transition Charge	8.40000 kW @ $2.284916/kW	19.19
Total TDSP Pass-Through Charges		27.94
Current Charges		**$51.30**

1-1100-419-40-220-001-00622

$ 51.30

GOOD SERVICES RECEIVED BY
Hidalgo Cty JP. Pct #2 plc. 2
INVOICE RECEIVED BY
Diana ON 5-3-11

Important Message: Explanation of charges and other critical information are provided on reverse side, when applicable.

Please mail this portion with your payment. Make check payable to: Reliant Energy

Reliant Energy
P.O. Box 1532
HOUSTON TX 77251-1532

Account: 4 482 451 - 4

AMOUNT PAID $: _____.____

Date Due	06/02/2011
Amount Due	$ 51.30
Invoice Number	111 008 545 656 0

Mail payment to:

RELIANT ENERGY DEPT 0954
PO BOX 120954
DALLAS TX 75312-0954

JP PCT 2 PLC 2
FACILITIES MANAGEMENT
100 E CANO ST
EDINBURG TX 78539-4582

1110085456560

00170000044824514200000005130000000513020

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:** 05/17/2011

TO: Alma Ybarra **DEPARTMENT:** (220) FACILITIES MANAGEMENT

FROM: Yolanda E. Peralez **PHONE:** (956)-318-2511 ext 4622

REFERENCE: RELIANT ENERGY SOLUTION Invoice #1110085456560

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #1110085456560*** 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: Alma, this invoice can't be processed because the building is vacant and has been vacant since late December. Your department has submitted numerous invoices for this account; according to Rachel Bueno from PCT PI 2, JP Rosa Trevino and staff have vacated the building. Further attention needs to take place, so that Reliant Energy no longer bills Hidalgo County for electric services.**

☑ **COMMENTS / RECOMMENDATION: Whomever is responsible for connecting and disconnecting services, should make sure that it is done immediately.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

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.

Daniel Flores

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Wednesday, May 18, 2011 9:07 AM
To: daniel.flores@co.hidalgo.tx.us
Subject: FW: Disconnect Electric Service-Hidalgo County JP Pct 2-Rosa Trevino

Thanks.

Nielda Cavazos, Administrative Assistant
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956) 292-7000 ext 4843
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, May 03, 2011 9:17 AM
To: 'Nielda Cavazos'; 'Moises Salazar'
Subject: Disconnect Electric Service-Hidalgo County JP Pct 2-Rosa Trevino

Nielda,

I was contacted on, Friday, April 29, 2011, from Judge Rosa Trevino's office, inquiring on procedures on disconnecting electricity at their old location. They have since relocated to the New Hidalgo County Precinct 2 Offices, and will no longer be requiring services from Reliant Energy for the following locations:

122 E. Park, Pharr, Texas
124 E. Park, Pharr, Texas.

Please make the necessary arrangements to proceed in notifying Reliant Energy regarding this matter.

Should you require additional information or have any questions you may contact Judge Trevino's Office at 956-787-1986. Thank you

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

Reliant Energy

CUSTOMER INFORMATION			
From:	Kielda Cavazos		
Company:	Hidalgo County Purchasing		
Email:	[redacted]		
Phone:	956-318-2526		
Billing Address:	P.O. 1358		
	City: Edinburg	State: Tx	Zip: 78539
Billing In Care Of Name:	Hidalgo County Facilities Management		
Date:			9/23/2011

RELIANT ENERGY REQUEST FOR INFORMATION
ADDING A SITE *
DELETING A SITE**

Please provide the shaded information in the blue required fields and/or further information that may assist in processing the request.

* We will evaluate your request to add or delete a site in accordance with the terms and conditions of your contract. If Reliant accepts the request, Reliant will provide an email or other written acknowledgment confirming the add/move-in/deletion of the site. Please note that if Reliant accepts your request to delete a site, Reliant will initiate the necessary ERCOT market move-out transaction (MVO), which will result in the disconnection of electric service to delete(d) site.

Please notify us immediately if you are aware that disconnection of power would cause harm to a third party.

We will process the delete with your requested removal date; however, you will be financially responsible for electricity consumed at the site through the earlier of the date the Move-Out is completed or the date the new customer at the site assumes financial responsibility for use of the electric service.

***** *Please note: Required fields are highlighted in YELLOW* *****

Refer to the "Instructions" tab at the bottom of the worksheet for definitions of the required fields.

	COMPLETE THIS SECTION FOR ALL SITES, BOTH ADDS AND DELETES								COMPLETE THIS SECTION FOR DELETE REQUEST ONLY				COMPLETE THIS SECTION FOR ADD REQUEST, C						Enter only if different from "Customer Information"			
Item No.	Product Id	REQUEST TYPE	ESI ID # (Utility Account # (assigned by the TDSP/EDC)	SERVICE LOCATION NAME (Account Name) For JR (Do not use 3 word max. For "M" (Do not use)	METER & PHYSICAL ADDRESS (as assigned by the TDSP/EDC)	CITY	STATE	ZIP CODE	REQUESTED REMOVAL DATE (See INSTRUCTIONS tab for details)	If you are aware of a new customer occupant at the site, please provide a contact name, phone number, and/or mailing address	Does the meter need to be physically removed or just de-energized? (See Instructions tab for details)	REASON FOR MOVE OUT AND COMMENTS	IS THIS A "MOVE IN" OR "SWITCH"?	REQUESTED SWITCH DATE or MOVE IN DATE	DOES A METER ALREADY EXIST AT THIS PREMISE?	PERMITS RECEIVED?	IS THE PREMISE INSIDE OR OUTSIDE OF CITY LIMITS?	IS THE PREMISE SALES TAX EXEMPT? (If Yes, provide Certificate of Exemption)	METER & BILLING ADDRESS (If different from provided in Customer Information)	CITY	STATE	ZIP CODE
	202561	ADD	10040[redacted]10040[redacted]	[redacted]	1004 [redacted] Court	Hidalgo	TX	7[redacted]	11/7/2009		Please verify at move-in	Tenant's Signed removal	[redacted]	9/7/2009	Yes	Yes	Inside City Limits	Yes - Tax Exempt	1234 Lorizada Street	Hidalgo	TX	77002
1		DELETE	10032780425787301	Hidalgo County	122 E. Pete	Pharr	Tx		5/3/2011		[redacted]											
2		DELETE	10032780440223940	Hidalgo County	124 E. Pete	Pharr	Tx		5/3/2011		[redacted]											
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AI-27589 **13. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

CAPTION

1. Authorization and approval to accept Award Grant No. G11SS0002A, Supplement No. 1 between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy in the amount of $406,101.00.

2. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant

3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (South Texas HIDTA McAllen Initiative) in the amount of $377,409.00 (Acct.# 1-1291-412-00-270-003-1-XXX).

4. Approval of appropriation of funds for the HIDTA Task Force South Texas Director's Administrative Support Element in the amount of $28,692.00 (Acct.#1-1291-412-00-270-016-1-XXX).

5. Approval of salary schedules.

BACKGROUND

Consistent with P.L. 112-10, the Department of Defense and Full-Year Continuing Appropriations Act, 2011, this Grant Award document provides additional fundings in the amount of $406,101.00 (58%). This amount, together with the $294,073.00 (42%) approved by Hidalgo County Commissioners' Court on 03/21/11 represents the total FY2011 budget and spending ceiling in the amount of $700,174.00.

Fiscal Impact

FISCAL YEAR: 2010-2011 **ACCT. #:** 1-1291-412-00-270-003-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of in the amount of $377,409.00 for the HIDTA Task Force - South Texas McAllen Initiative.

Revenue Acct. # 1-1291-331-10-270-003-1-000

Grant Total Amount: $406,101.00 This amount represents 58% of the funds requested for budget year 2011. This amount together with the $294,073.00 (42%) approved by Commissioners' Court on 03/21/2011 represents the total FY2011 budget and spending ceiling in the total amount of $700,174.00.
Grant Period: 01/01/2011 to 12/31/2012

FISCAL YEAR: 2010-2011 **ACCT. #:** 1-1291-412-00-270-016-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of in the amount of $28,692.00 for the HIDTA Task Force - South Texas Director's Administrative Support Element.

Revenue Acct. # 1-1291-331-10-270-016-1-000

Grant Total Amount: $406,101.00 This amount represents 58% of the funds requested for budget year 2011. This amount together with the $294,073.00 (42%) approved by Commissioners' Court on 03/21/2011 represents the total FY2011 budget and spending ceiling in the total amount of $700,174.00.
Grant Period: 01/01/2011 to 12/31/2012

Attachments

Part 2- Grant Award

Part 2 - McAllen Initiative

Part 2 - Director's Admin

Salary schedules

cert

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/19/2011
Sylvia Solis	Sylvia Solis	07/22/2011 02:11 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Nelda Olivarez Started On: 07/19/2011 01:42 PM

Final Approval Date: 07/22/2011

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G11SS0002A 5. Grant Period: From 01/01/2011 to 12/31/2012	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 5/31/2011 8. Supplement Number 1	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$294,073.00
3. Project Title McAllen Initiative	10. Remaining Amount: 11. Total Award:	$406,101.00 $700,174.00

12.
- The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.
- Consistent with P.L. 112-10, the Department of Defense and Full-Year Continuing Appropriations Act, 2011, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 42% of the fiscal year 2010 funding level previously made available, as indicated in Block 9, represents the total FY2011 budget and spending ceiling for this initiative, as indicated in Block 11.
- The budget attached to the original award is consistent with this full award amount.

13. Statutory Authority for Grant: Public Law 112-10

AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**
14. Typed Name and Title of Approving Official Michael K. Gottlieb Acting National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official MKG	17. Signature of Authorized Recipient/Date
AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101

Budget Detail

2011 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G11SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds) ***$406,100.92***

Personnel	Quantity	Amount
Administrative Staff	1	$16,356.00
Analyst - Criminal	1	$13,050.00
Attorney	1	$30,624.00
Director	1	$28,536.00
Financial Staff	1	$20,706.00
Investigative - Law Enforcement Officer	6	$130,268.00
Paralegal & Support	1	$15,080.00
Total Personnel		**$254,620.00**

Fringe	Quantity	Amount
Administrative staff	1	$4,971.18
Analyst - Criminal	1	$4,015.34
Attorney	1	$8,610.10
Director	1	$7,080.64
Financial staff	1	$5,755.34
Investigative - Law Enforcement Officer	6	$34,044.84
Paralegal & support		$4,797.18
Total Fringe		**$69,274.62**

Facilities	Quantity	Amount
Support		$3,967.20
Utilities		$10,440.00
Total Facilities		**$14,407.20**

Services	Quantity	Amount
Communications - data lines		$3,538.00
Communications - mobile phones & pagers		$6,960.00
Communications - office phones		$1,914.00
Insurance		$3,828.00
Service contracts		$8,019.08
Shipping & postage		$870.00
Training		$1,740.00
Vehicle lease - passenger		$10,440.00
Total Services		**$37,309.08**

Budget Detail

2011 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G11SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)	***$406,100.92***	
Supplies	**Quantity**	**Amount**
Office		$1,798.00
Total Supplies		**$1,798.00**
Total Budget		**$377,408.90**

Budget Detail

2011 - SWB - South Texas

Initiative - Director's Administrative Support Element

Award Recipient - Hidalgo County Auditor's Office (G11SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)	***$406,100.92***	
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$22,070.74
Total Personnel		**$22,070.74**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$6,621.28
Total Fringe		**$6,621.28**
Total Budget		**$28,692.02**

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Director's Administrative Support Element	49,469.00	Administration	G11SS0002A
		South Texas HIDTA McAllen Initiative	650,705.00	Investigation	G11SS0002A
	Agency Total : Hidalgo County Auditor's Office		**700,174.00**		
Total			**700,174.00**		

5/16/2011 3:49:26 PM

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

May 31, 2011

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G11SS0002A has been increased and now totals $700,174.00.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb
Acting National HIDTA Director

Enclosures

DATE: JULY 19, 2011

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-1-XXX

REVENUE - 1291-331-10-270-003-1-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	100% INITIAL BUDGET (Approved)
1-1291-412-00-270-003-	1- 113	FULL-TIME EMPLOYEES	254,620.00
1-1291-412-00-270-003-	1- 115	LONGEVITY	3,613.00
1-1291-412-00-270-003-	1- 211	HEALTH INSURANCE	20,333.00
1-1291-412-00-270-003-	1- 212	LIFE INSURANCE	133.00
1-1291-412-00-270-003-	1- 220	SOCIAL SECURITY TAX	19,479.00
1-1291-412-00-270-003-	1- 230	RETIREMENT	24,444.00
1-1291-412-00-270-003-	1- 250	UNEMPLOYMENT COMPENSATION INSURANCE	1,273.00
1-1291-412-00-270-003-	1- 342	INFO & CREDIT SERVICE	2,436.00
1-1291-412-00-270-003-	1- 411	UTILITY SERVICE - WATER	696.00
1-1291-412-00-270-003-	1- 413	ELECTRONIC SECURITY	348.00
1-1291-412-00-270-003-	1- 423	CUSTODIAL SERVICE	3,619.00
1-1291-412-00-270-003-	1- 432	REPAIRS & MAINTENANCE SERVICES/EQUIP & VEHICLES	8,019.00
1-1291-412-00-270-003-	1- 442	RENTAL OF EQUIPMENT & VEHICLES	10,440.00
1-1291-412-00-270-003-	1- 522	VEHICLE LIABILITY INSURANCE	116.00
1-1291-412-00-270-003-	1- 523	PUBLIC OFFICIALS INSURANCE	1,102.00
1-1291-412-00-270-003-	1- 524	GENERAL INSURANCE	2,610.00
1-1291-412-00-270-003-	1- 531	TELEPHONE	1,914.00
1-1291-412-00-270-003-	1- 532	CELLULAR / MOBILE PHONE	6,960.00
1-1291-412-00-270-003-	1- 534	INTERNET SERVICES	1,102.00
1-1291-412-00-270-003-	1- 535	POSTAGE AND EXPRESS MAIL CHARGES	870.00
1-1291-412-00-270-003-	1- 584	REGISTRATION FEES	1,740.00
1-1291-412-00-270-003-	1- 601	OFFICE SUPPLIES & COMPUTER SUPPLIES	1,798.00
1-1291-412-00-270-003-	1- 622	ELECTRICITY	9,744.00
		TOTAL APPROPRIATIONS	$377,409.00
1-1291-331-10-270-003-	1- 000	HIDTA TASK FORCE 2011 GRANT REVENUES	377,409.00
			377,409.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2011 GRANT NUMBER G11SS0002A
HEALTH INSURANCE IS APPROPRIATED $4,433.00 OVER THE REQUIRED AMOUNT.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

HIDALGO COUNTY
HIDTA TASK FORCE
OPERATION BUDGET
GRANT# G11SS0002A

			42.00%	58.00%
		2011 GRANT AMOUNT	*Approved 03/21/11*	*Modification 1 Amount*
Total Facilities		**24,840.00**	**10,433.00**	**14,407.00**
Support				
	Security Alarm ($50.00 per month)	***600.00***	*252.00*	*348.00*
	Custodial ($520.00 [per month)	***6,240.00***	*2,621.00*	*3,619.00*
Utilities				
	Water	***1,200.00***	*504.00*	*696.00*
	Electricity	***16,800.00***	*7,056.00*	*9,744.00*
Total Service		**64,326.00**	**27,017.00**	**37,309.00**
Communications-data lines				
	Datalines Telephone ($350.00 monthly)	***4,200.00***	1,764.00	2,436.00
	Internet Service($159.95 monthly)	***1,900.00***	798.00	1,102.00
Communications-mobile phones & pagers				
	Cellular - Mobile Phone($1,00.00 monthly)	***12,000.00***	5,040.00	6,960.00
Communications-office phones				
	Telephone Service($275.00monthly)	***3,300.00***	1,386.00	1,914.00
Insurance				
	Vehicle Liability Insurance	***200.00***	84.00	116.00
	Public Official Insurance	***1,900.00***	798.00	1,102.00
	General Insurance	***4,500.00***	1,890.00	2,610.00
Service Contracts				
	Equip & Vehicle Repairs & Mainten	***13,826.00***	5,807.00	8,019.00
Shipping & Postage				
	Postage	***1,500.00***	630.00	870.00
Training				
	Registration	***3,000.00***	1,260.00	1,740.00
Vehicle lease-passenger				
	Vehicle Lease (2 x $750.00 monthly)	***18,000.00***	7,560.00	10,440.00
Total Equipment				
Total Supplies		**3,100.00**	**1,302.00**	**1,798.00**
Investigative/operational				
	Gasoline ($2,000.00 monthly)			
Office				
	Office Supplies	***3,100.00***	1,302.00	1,798.00
Total Other				
	TOTALS	**$ 92,266.00**	**$ 38,752.00**	**$ 53,514.00**

INITIATVE: SOUTH TEXAS HIDTA McALLEN - HIDALGO COUNTY HIDTA TASK FORCE
AWARD NUMBER: G11SS0002A

POSITION	2011 BUDGETED SALARY	DIST. GRANT FUND	DIST. ASSET FUNDS		2011 GRANT FUNDS	2011 ASSET FUNDS	LONGEVITY PAY Total Longevity	LONGEVITY PAY GRANT 20.00	LONGEVITY PAY ASSET 60.00	HEALTH INSURANCE GRANT 3,600.00	HEALTH INSURANCE ASSET	LIFE INSURANCE GRANT 27.00	LIFE INSURANCE ASSET	FICA GRANT 7.65%	FICA ASSET	RETIREMENT GRANT 9.60%	RETIREMENT ASSET	UNEMPLOY COMP GRANT 0.5000%	UNEMPLOY COMP ASSET	FRINGE BENEFITS 2011 GRANT	FRINGE BENEFITS 2011 ASSET
Administrative Assistant IV	39,707.00	71.02022313%	28.97977687%	100.00%	28,200.00	11,507.00	720.00	512.00	208.00	2,556.73	1,043.27	19.18	7.82	2,157.30	880.29	2,707.20	1,104.67	141.00	57.54	8,093.40	3,301.59
Intelligence Research Specialist	32,929.00	68.32882869%	31.67117131%	100.00%	22,500.00	10,429.00	0.00	0.00	0.00	2,556.73	1,043.27	19.18	7.82	1,721.25	797.82	2,160.00	1,001.18	112.50	52.15	6,569.65	2,902.24
Assistant District Attorney IV	71,140.00	74.21984819%	25.78015181%	100.00%	52,800.00	18,340.00	3,600.00	2,671.58	928.42	2,556.73	1,043.27	19.18	7.82	4,039.20	1,403.01	5,068.80	1,760.64	264.00	91.70	14,619.48	5,234.87
Commander	75,899.00	64.82298845%	35.17701155%	100.00%	49,200.00	26,699.00	780.00	505.62	274.38	2,556.73	1,043.27	19.18	7.82	3,763.80	2,042.47	4,723.20	2,563.10	246.00	133.50	11,814.52	6,064.55
Accountant III	50,859.00	70.19406595%	29.80593405%	100.00%	35,700.00	15,159.00	780.00	547.51	232.49	2,556.73	1,043.27	19.18	7.82	2,731.05	1,159.66	3,427.20	1,455.26	178.50	75.80	9,460.17	3,974.31
Criminal Investigator I	47,829.00	77.29201949%	22.70798051%	100.00%	36,968.00	10,861.00	0.00	0.00	0.00	2,556.73	1,043.27	19.18	7.82	2,828.05	830.87	3,548.93	1,042.66	184.84	54.31	9,137.72	2,978.92
Criminal Investigator II	52,254.00	70.74673709%	29.25326291%	100.00%	36,968.00	15,286.00	420.00	314.66	105.34	2,556.73	1,043.27	19.18	7.82	2,828.05	1,169.38	3,548.93	1,467.46	184.84	76.43	9,452.38	3,869.70
Criminal Investigator II	54,021.00	68.43264656%	31.56735344%	100.00%	36,968.00	17,053.00	420.00	288.00	132.00	2,556.73	1,043.27	19.18	7.82	2,828.05	1,304.55	3,548.93	1,637.09	184.84	85.27	9,425.72	4,210.00
Criminal Investigator II	54,021.00	68.43264656%	31.56735344%	100.00%	36,968.00	17,053.00	0.00	0.00	0.00	2,556.73	1,043.27	19.18	7.82	2,828.05	1,304.55	3,548.93	1,637.09	184.84	85.27	9,137.72	4,078.00
Criminal Investigator II	54,021.00	68.43264656%	31.56735344%	100.00%	36,968.00	17,053.00	660.00	451.66	208.34	2,556.73	1,043.27	19.18	7.82	2,828.05	1,304.55	3,548.93	1,637.09	184.84	85.27	9,589.38	4,286.35
Assistant Commander	58,888.00	67.51800027%	32.48199973%	100.00%	39,760.00	19,128.00	300.00	213.00	87.00	2,556.73	1,043.27	19.18	7.82	3,041.64	1,463.29	3,816.96	1,836.29	198.80	95.64	9,846.30	4,533.32
Administrative Assistant III	36,272.00	71.68063520%	28.31936480%	100.00%	26,000.00	10,272.00	900.00	667.00	233.00	2,556.73	1,043.27	19.18	7.82	1,989.00	785.81	2,496.00	986.11	130.00	51.36	7,857.90	3,107.38
TOTAL	**627,840.00**				**439,000.00**	**188,840.00**	**8,580.00**	**6,171.03**	**2,408.97**	**30,680.74**	**12,519.26**	**230.11**	**93.89**	**33,583.50**	**14,446.26**	**42,144.00**	**18,128.64**	**2,195.00**	**944.20**	**115,004.37**	**48,541.23**
								6,171.03	**8,580.00**												

*NOTE: 2011 GRANT OVER-ESTIMATED FRINGE BENEFITS BY $4,485.00 **(0.00)**

Approved by CC 03/21/11	42%	184,380.00	2,559.00	14,781.00	97.00	14,105.00	17,700.00	922.00	50,164.00
Modification 1	58%	254,620.00	3,611.75	20,385.00	133.00	19,479.00	24,444.00	1,273.00	69,325.75
TOTAL AWARDED		**439,000.00**	**6,170.75**	**35,166.00**	**230.00**	**33,584.00**	**42,144.00**	**2,195.00**	**119,489.75**

HIDALGO COUNTY
HIDTA TASK FORCE
2011 GRANT - SALARY SCHEDULE

Slot No.	Employ. No.	Date Hired	Position Title	Name	Grade	Step	Total Actual Salary	Longevity	Percentage		CC Approval				
											Salaries		Longevity		Overtime
									Grant	Chapter 59	2011 Grant	* Chapter 59	2011 Grant	* Chapter 59	2009 Grant
G001	043354	06/23/97	Commander	Dora Liza Munoz	18	4	75,899.00	780.00	64.82299%	35.17701%	49,200.00	26,699.00	505.62	274.38	
G002	065226	06/10/96	Assistant District Attorney IV	Timm Davis	18	2	71,140.00	3,600.00	74.21985%	25.78015%	52,800.00	18,340.00	2,671.91	928.09	
G003	175145	08/03/09	Criminal Investigator I	Rodolfo Rodriguez	12	4	47,829.00		77.29202%	22.70798%	36,968.00	10,861.00	0.00	0.00	4,722.24
G004	121193	01/27/03	Criminal Investigator II	Miguel Angel Garcia	14	2	52,254.00	420.00	70.74674%	29.25326%	36,968.00	15,286.00	297.14	122.86	4,722.24
G005	060135	02/18/03	Criminal Investigator II	Jose J. Rodriguez	14	3	54,021.00	420.00	68.43265%	31.56735%	36,968.00	17,053.00	287.42	132.58	4,722.24
G006	153818	03/05/07	Criminal Investigator II	Genovevo Martinez III	14	3	54,021.00		68.43265%	31.56735%	36,968.00	17,053.00	0.00	0.00	4,722.24
G007	088994	11/01/99	Criminal Investigator II	Ricardo M. Chapa	14	3	54,021.00	660.00	68.43265%	31.56735%	36,968.00	17,053.00	451.66	208.34	4,722.24
G008	072192	03/21/05	Assistant Commander	Chris Robert Yates	16	1	58,888.00	300.00	67.51800%	32.48200%	39,760.00	19,128.00	202.55	97.45	4,722.24
G009	070491	05/14/97	Accountant III	Nelda Garcia Olivarez	12	6	50,859.00	780.00	70.19407%	29.80593%	35,700.00	15,159.00	547.51	232.49	
G010	089605	04/09/07	Intelligence Research Specialist	Palmira Munoz	8	2	32,929.00		68.32883%	31.67117%	22,500.00	10,429.00	0.00	0.00	
G011	036625	01/05/98	Administrative Assistant IV	Sonya Ivet Lopez	10	3	39,707.00	720.00	71.02022%	28.97978%	28,200.00	11,507.00	511.35	208.65	
G012	057347	02/06/95	Administrative Assistant III	Dora S. Malonado	8	5	36,272.00	900.00	71.68064%	28.31936%	26,000.00	10,272.00	645.13	254.87	
G015		08/03/09	Criminal Investigator I	VACANT	12	0	47,829.00			100.00%		47,829.00	0.00	0.00	
G016	037524	06/24/96	Criminal Investigator I	Roger W. Rich	12	5	49,344.00	780.00		100.00%		49,344.00	0.00	840.00	4,722.24
G017	179876	03/29/10	Criminal Investigator I	Jose Pedro Rodriguez	12	2	44,799.00			100.00%		44,799.00	0.00	0.00	4,722.24
G018			Criminal Investigator II	VACANT	14	0	47,963.00			100.00%		47,963.00	0.00	0.00	
G020	087319		Deputy Constable Step II	Hugo Rangel			22,388.00			100.00%		22,388.00		0.00	4,722.08
G021			Clerk	VACANT	1	4	20,514.00			100.00%		20,514.00	0.00	0.00	
TOTALS							$ 860,677.00	$ 9,360.00			$ 439,000.00	$ 421,677.00	$ 6,120.28	$ 3,299.72	$ 42,500.00

Expenditure Account Number are as follows:

* 2011 Grant	1-1291-412-00-270-003-1-xxx	
Chapter 59	1-1251-412-00-270-011-0-xxx	
2009 Grant	1-1291-412-00-270-003-9-131	OVERTIME
Treasury	1-1252-412-00-270-012-0-131	OVERTIME

DATE: JULY 19, 2011

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE / STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-016-1-XXX

REVENUE - 1291-331-10-270-016-1-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)			ACCOUNT (OBJECT) NAME	INITIAL BUDGET
1-1291-412-00-270-016-	1-	113	FULL-TIME EMPLOYEES	22,071.00
1-1291-412-00-270-016-	1-	211	HEALTH INSURANCE	2,688.00
1-1291-412-00-270-016-	1-	212	LIFE INSURANCE	16.00
1-1291-412-00-270-016-	1-	220	SOCIAL SECURITY TAX	1,688.00
1-1291-412-00-270-016-	1-	230	RETIREMENT	2,119.00
1-1291-412-00-270-016-	1-	250	UNEMPLOYMENT COMPENSATION INSURANCE	110.00
			TOTAL APPROPRIATIONS	$28,692.00
1-1291-331-10-270-016-	1	000	HIDTA TASK FORCE 2011 GRANT REVENUE	28,692.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2011 GRANT NUMBER G11SS0002A

HEALH INSURANCE IS APPROPRIATED $1,034.99 OVER THE REQUIRED AMOUNT.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

INITIATVE: SOUTH TEXAS HIDTA McALLEN -Director's Administrative Support Element
AWARD NUMBER: G11SS0002A

POSITION		2011 GRANT FUNDS	FRINGE BENEFITS Health Insurance	Life Insurance	FICA 7.65%	Retirement 9.60%	Unemply Comp 0.5000%	Total Fringe Benefits
Administrative Assistant		38,053.00	3,600.00	27.00	2,911.05	3,653.09	190.27	10,381.41
Approved by CC 03/21/11	42.00%	15,982.00	1,947.00	11.00	1,223.00	1,534.00	80.00	20,777.00
Modification 1	58.00%	22,071.00	2,687.99	16.00	1,688.00	2,119.00	110.00	28,692.00
TOTAL AWARDED		**$ 38,053.00**	**$ 4,634.99**	**$ 27.00**	**$ 2,911.00**	**$ 3,653.00**	**$ 190.00**	**$ 49,469.00**
Difference			(1,034.99)					

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1291-412-00-270-003-1

AI - 27589

HIDTA TASK FORCE

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	
G001	113	COMMANDER	18	4	75,899.00	49,200.00	49,200.00	505.62	0.00	0.00	0.00	0.00	49,705.62
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	52,757.00	52,800.00	2,671.58	0.00	0.00	0.00	0.00	55,471.58
G003	113	CRIMINAL INVESTIGATOR I	12	4	47,829.00	36,968.00	36,968.00	0.00	0.00	0.00	0.00	0.00	36,968.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	52,254.00	36,968.00	36,968.00	314.66	0.00	0.00	0.00	0.00	37,282.66
G005	113	CRIMINAL INVESTIGATOR II	14	3	54,021.00	36,968.00	36,968.00	288.00	0.00	0.00	0.00	0.00	37,256.00
G006	113	CRIMINAL INVESTIGATOR II	14	3	54,021.00	36,968.00	36,968.00	0.00	0.00	0.00	0.00	0.00	36,968.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	54,021.00	36,968.00	36,968.00	451.66	0.00	0.00	0.00	0.00	37,419.66
G008	113	ASSISTANT COMMANDER	16	1	58,888.00	39,760.00	39,760.00	213.00	0.00	0.00	0.00	0.00	39,973.00
G009	113	ACCOUNTANT III	12	6	50,859.00	35,700.00	35,700.00	547.51	0.00	0.00	0.00	0.00	36,247.51
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	2	32,929.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0.00	22,500.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	3	39,707.00	28,200.00	28,200.00	512.00	0.00	0.00	0.00	0.00	28,712.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	36,271.00	25,999.00	26,000.00	667.00	0.00	0.00	0.00	0.00	26,667.00
					627,790.00	438,956.00	439,000.00	6,171.03	0.00	0.00	0.00	27,589.00	445,171.03

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1291-412-00-270-016-1

AI - 27589

HIDTA TASK FORCE

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	
G001	113	ADMINISTRATIVE ASSISTANT IV	10	0	35,254.00	35,254.00	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	0.00	0.00

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 19, 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 Executive Office of the President – Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$406,101.00	Award No. G11SS0002A-McAllen Initiative

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/21/11
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.

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

May 31, 2011

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G11SS0002A has been increased and now totals $700,174.00. ✓

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

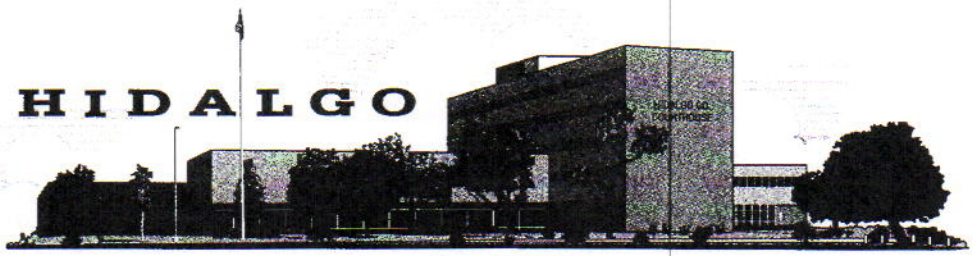
Sincerely,

MKJ

Michael K. Gottlieb
Acting National HIDTA Director

Enclosures

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

March 18, 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 Executive Office of the President - Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$294,073.00	Award No. G11SS0002A - McAllen Initiative

Original

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3-18-11
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.

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G11SS0002A 5. Grant Period: From 01/01/2011 to 12/31/2012	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 5/31/2011 8. Supplement Number 1	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$294,073.00 ✓
3. Project Title McAllen Initiative	10. Remaining Amount:	$406,101.00 *new
	11. Total Award:	$700,174.00

12.
- The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.
- Consistent with P.L. 112-10, the Department of Defense and Full-Year Continuing Appropriations Act, 2011, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 42% of the fiscal year 2010 funding level previously made available, as indicated in Block 9, represents the total FY2011 budget and spending ceiling for this initiative, as indicated in Block 11.
- The budget attached to the original award is consistent with this full award amount.

13. Statutory Authority for Grant: Public Law 112-10

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb Acting National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official MKG	17. Signature of Authorized Recipient/Date
AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101

Janie Alvarez

From: Katia Garcia [katia.garcia@auditor.co.hidalgo.tx.us]
Sent: Tuesday, July 19, 2011 1:57 PM
To: 'Janie Alvarez'
Subject: FW: CERTIFICATION OF REVENUES
Attachments: Part#2 2011 Grant Award.pdf

406,101 increase

Janie,

Ms. Nelda, HIDTA Accountant, is requesting certification of revenues for the HIDTA FY'11 grant. We have already been awarded part (294,073.00) of the total award and it has already been certified. Now she is requesting the remaining part (406,101.00) be certified.

Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	
1-1291-331-10-270-003-1-000	HIDTA TASK FORCE FY11 REVENUI	273,296.00	.00	61,356.00	
1-1291-331-10-270-016-1-000	HIDTA TASK FORCE FY11 REVENUI	20,777.00	.00	.00	
	Totals	**294,073.00**	**.00**	**61,356.00**	23

Thank You,
Katia

From: Nelda Olivarez [mailto:nelda.olivarez@co.hidalgo.tx.us]
Sent: Tuesday, July 19, 2011 1:28 PM
To: 'Katia Garcia'
Cc: sylvia.solis@co.hidalgo.tx.us
Subject: CERTIFICATION OF REVENUES

Good afternoon Katia,

Just received the second and final portion of original 2011 Award. Please certify.

Thank you

Nelda Olivarez
Accountant
Hidalgo County
HIDTA Task Force
P O Box 5719
McAllen, TX 78502
Office (956) 381-0444
Fax (956) 381-8722

AI-27606 **14. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Candace Armenta **Submitted By:** Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

CAPTION

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

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) material testing firms from the county's approved "pool" as graded and evaluated by the City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) City of Palmview Street Improvements which consists of improvements to Minerva Street, Bentsen Palm Drive, and North Abram Road.

FIRM	GRADE	RANK
Raba Kistner	96.0	
Terracon	94.6	
Earth Co.	85.3	

3. Authority to negotiate a material testing contract with the highest ranked firm of _____ for the provision of material testing services for Urban County Program Year 23 (2010) City of Palmview Street Improvements which consists of improvements to Minerva Street, Bentsen Palm Drive, and North Abram Road.

BACKGROUND

Testing services are necessary for the City of Palmview Street Improvements which consists of improvements to Minerva Street, Bentsen Palm Drive, and North Abram Road.

Funds Available: $97,125.86

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

grid & insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	07/20/2011 09:57 AM
Perla Lopez	Perla Lopez	07/20/2011 01:36 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Estella Webber Started On: 07/19/2011 04:33 PM

Final Approval Date: 07/22/2011

City of Palmview
Material Testing Services
Street Improvements
Year 23 (2010)
Grading-Ranking Grid

Criteria	Raba Kistner			Terracon			Earth Co.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	23	25	25	25	25	20	23	25	17
Experience of Project Team	20	20	20	20	20	15	16	16	18
Experience/ Availability of Project Manager	19	19	17	20	20	20	18	18	15
Understanding of Project	24	23	25	25	23	25	24	16	25
Familiarity with Applicable Rules & Regulations	10	8	10	10	6	10	10	5	10
TOTALS	96	95	97	100	94	90	91	80	85
AVERAGES	288÷3=96.0			284÷3=94.6			256÷3=85.3		
RATING									

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2011

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 Wortham Insurance & Risk Management P.O. Box 795008 San Antonio, TX 78279 www.worthamsa.com	CONTACT NAME: PHONE (A/C, No, Ext): 210-223-9171 FAX (A/C, No): 210-223-2806 E-MAIL ADDRESS:
INSURED Raba-Kistner Consultants Inc 12821 W Golden Ln San Antonio TX 78249	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 10688079 **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			031428157	7/18/2011	7/18/2012	$2,000,000 Each Claim $2,000,000 Aggregate	

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

Claims Made Policy Form

CERTIFICATE HOLDER	CANCELLATION
Raba-Kistner Consultants 12821 W. Golden Lane San Antonio TX 78249	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 (SA) Diane Hoskins

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CERTIFICATE OF LIABILITY INSURANCE 1/1/2012

DATE (MM/DD/YYYY): 12/13/2010

PRODUCER
Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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
1312891
Terracon Consultants, Inc.
Ms. Sana Riaz
18001 W. 106th Street, Suite 300
Olathe KS 66061

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CHARTIS SPECIALTY INS. CO.**	
INSURER B: **AN AIG COMPANY (A XV)	
INSURER C: Travelers Property Casualty Co of America	25674
INSURER D: The Travelers Indemnity Company	25658
INSURER E: Lexington Insurance Company	19437

COVERAGES TERCO01 PC

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] CONTR'L LIABILITY [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	PROP3779274	1/1/2011	1/1/2012	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C C		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2011 1/1/2011	1/1/2012 1/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO [ ]	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] UMBRELLA FORM [ ] RETENTION $	PROU1920977 (EXCLUDES PROF. LIAB.)	1/1/2011	1/1/2012	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	TRJ-UB-131J3846 (AZ,OR,WI) TC2KUB131J3742 (AOS)	1/1/2011 1/1/2011	1/1/2012 1/1/2012	[X] WC STATU-TORY LIMITS [ ] 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
E		OTHER PROFESSIONAL LIABILITY	026030216	1/1/2011	1/1/2012	$1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
For Informational Purposes Only. Excess liability sits on top of general and auto liability.

CERTIFICATE HOLDER

11029736
Specimen

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2011

PRODUCER (956)423-0490 FAX (956)423-7668
Texas Insurance Service Center Inc.
521 S. 77 Sunshine Strip
Harlingen, TX 78550

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 EarthCo., LLC
1306 S. "F" Street Ste. A
Harlingen, TX 78550

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Mercury Ins. Co.	
INSURER B: Texas Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	FMFE100730	11/27/2010	11/27/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		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	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001206697-20101201	12/01/2010	12/01/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A		OTHER Professional Liability	FMFE100730	11/27/2010	11/27/2011	Liability Limit: $1,000,000	

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

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept.
100 E Cano
4th Floor, Adm. Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Dayna Olivarez

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AI-27608 **14. B.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Monica Leal **Submitted By:** Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

CAPTION

1. Public Hearing concerning a proposed Budget and Program Amendment for Hidalgo County Precinct No. 4. The proposed amendment will decrease the Parks, Recreational Facilities activity funding by $374,234.44 and create Flood Drainage Improvements in the amount of $278,234.44 and Street Improvements in the amount of $96,000.00 for their Urban County Program workplan Year 23 (2010).

2. Requesting approval of a Budget and Program Amendment for Hidalgo County Precinct No. 4 Year 23 (2010) Urban County Program workplan. The proposed amendment will decrease the Parks, Recreational Facilities activity funding by $374,234.44 and create Flood Drainage Improvements in the amount of $278,234.44 and Street Improvements in the amount of $96,000.00.

BACKGROUND

The proposed amendment for Hidalgo County Precinct No. 4 will decrease the Parks, Recreational Facilities activity funding and create a Flood Drainage and Street Improvements activity for their Urban County Program workplan Year 23 (2010). A Public Hearing was held on July 26, 2011 at 9:30 am. and citizen participation requirements have been met. See attached detailed advertised amendment.

The proposed amendment for Precinct 4 Year 23 (2010) will include the following:

Decrease the Parks, Recreational Facilities activity and create a Flood Drainage Improvements activity that will be used to assist in the funding of a CDBG-R (ARRA) project (Fike pond pump structure) and will add the following to the workplan:

Construction of a pump station located on Mile 17 North (Chapin Rd.) between Skinner Road and Holmes Road. This will include but not limited to engineering fees, advertisements, testing and any related appurtenance that pertain to project completion.

Budget Amendment shall also create a Street Improvements activity that includes the following: purchase and installation of solar lighting to 1.) Colonia Muniz (Trenton Rd. E. of Tower Rd.); 2.) Seminary Village (Village Dr. between Seminary Rd. & Barb Mar Lane); 3.) Colonia San Cristobal (Sharp Rd. between Curry Rd. & Curve Rd.) all within the Precinct No. 4 area. To include but not limited to engineering fees, advertisements, testing and any related appurtenances that pertain to project completion.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Year 23 (2010) funds. No budget increase to proposed amendment.

Attachments

hearing

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	07/20/2011 10:04 AM
Perla Lopez	Perla Lopez	07/20/2011 11:40 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Estella Webber Started On: 07/19/2011 04:48 PM

Final Approval Date: 07/22/2011

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 4
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, Precinct No. 4 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to its Urban County program, **Year 23 (2010).**

The Public Hearing will be held on **Tuesday, July 26, 2011 at 9:30 a.m.** at the Hidalgo County Administration Building located at 100 East Cano, Edinburg, Texas 78539.

Following is the proposed Budget and Program Amendment for your consideration:

Existing Budget	**Urban County Year 23 Activities**	**Proposed Budget**
$396,826.32	Parks, Recreational Facilities **(-374,234.44)**	$ 22,591.88
$ 0.00	Street Improvements **(+$96,000.00)**	$ 96,000.00
$ 0.00	Flood Drainage Improvements **(+278,234.44)**	$278,234.44
$396,826.32	**TOTAL**	**$396,826.32**

The proposed amendment will **decrease** the Parks, Recreational Facilities activity and **create** a Flood Drainage Improvements activity that will increase the funding amount for a CDBG-R (ARRA) project (Fike pond pump structure) and will add the following to the workplan: construction of a pump station located on Mile 17 North (Chapin Rd.) between Skinner Road and Holmes Road. This will include but not limited to engineering fees, advertisements, testing and any related appurtenance that pertain to project completion. Will also, **create** a Street Improvements activity that includes the following: purchase and installation of solar lighting to **1.)** Colonia Muniz (Trenton Rd. E. of Tower Rd.); **2.)** Seminary Village (Village Dr. between Seminary Rd. & Barb Mar Lane); **3.)** Colonia San Cristobal (Sharp Rd. between Curry Rd. & Curve Rd.) all within the Precinct No. 4 area. To include but not limited to engineering fees, advertisements, testing and any related appurtenances that pertain to project completion.

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

For more information, please come by our office or call (956) 383-3112.

WRITTEN COMMENTS CAN BE FORWARDED TO:
COMMISSIONER JOSEPH PALACIOS
1051 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78542

AI-27611 **14. C.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Irene Montoya **Submitted By:** Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

CAPTION

Request approval to cancel the application for Maria Estrada at the request of Home Staff. Commissioners' Court approval on August 17, 2010 (Agenda item # 22420).

BACKGROUND

In an effort to have the family sign the plans and specifications for their home, the HOME staff made numerous attempts (by phone and written correspondence) to contact the family to no avail. Therefore HOME staff is recommending cancellation of Maria Estrada's application.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Maria Estrada Deferred Loan - Elderly Reconstruct	CW 85-08-05	Countywide Precinct #4	HOME 2008	All of Lot 51, Palm Subdivision Hidalgo County, Texas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	07/20/2011 10:06 AM
Perla Lopez	Perla Lopez	07/20/2011 02:00 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Estella Webber Started On: 07/20/2011 08:50 AM

Final Approval Date: 07/22/2011

AI-27653 **15. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

CAPTION

1. Discussion and approval of Early Voting Sites (dates & times) for the Constitutional Amendment Election, November 8, 2011.

2. Discussion and approval of Election Day Sites (dates & times) for the Constitutional Amendment Election, November 8, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Early Voting Schedule

Election Day Polls

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 08:06 AM
Roland Garcia	Rolando Garcia	07/22/2011 10:22 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Amanda Valdez Started On: 07/20/2011 04:35 PM

Final Approval Date: 07/22/2011

From Oct. 24th, – Nov. 4th, 2011 - CALL (956) 318-2570 For General Information (Llame para Información General)

November 8, 2011 (8 de Noviembre de 2011)
GENERAL ELECTION (Eleccion General)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 24, 2011	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	Oct. 25, 2011	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	Oct. 26, 2011	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	Oct. 27, 2011	8:00 A.M. -- 5:00 P.M.
Friday/ Viernes	Oct. 28, 2011	8:00 A.M. -- 5:00 P.M.
Saturday/ Sabado	Oct. 29, 2011	8:00 A.M. -- 5:00 P.M.
Sunday/ Domingo	Oct. 30, 2011	CLOSED
Monday/ Lunes	Oct. 31, 2011	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	Nov. 1, 2011	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	Nov. 2, 2011	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	Nov. 3, 2011	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Nov. 4, 2011	7:00 A.M. -- 7:00 P.M.

EARLY VOTING POLLING LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

DONNA SUB
Amigos Del Valle
1408 Silver Ave.
Donna, Tx

EDINBURG SUB
Elections ANNEX Bldg.
317 N. Closner "REAR"
Edinburg, TX

EDINBURG SUB
UTPA
(Pending Approval)

EDCOUCH/ELSA SUB
Elsa Fire Station
216 E 4th St.
Elsa, TX

LA JOYA SUB
City Hall
101 N. Leo Ave.
La Joya, TX

MCALLEN SUB
McAllen Tax Office
311 N. 15th St.
McAllen, TX

MISSION SUB
Mission City Hall
1201 E. 8th St.
Mission, TX

PALMVIEW SUB
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PHARR/SAN JUAN SUB
Jose Pepe Salinas Center
1011 W. Kelly
Pharr, TX

PROGRESO SUB
(Pending Election)

WESLACO SUB
Braught Theatre
525 S. Kansas Ave.
Weslaco, TX

DRAFT

****CALL (956) 318-2570 FOR GENERAL INFORMATION (Llame para Información General) ****
Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX (Last Update 7/11/2011)

HIDALGO COUNTY, TEXAS
Tuesday, November 08, 2011
CONSTITUTIONAL AMENDMENT ELECTION
ELECTION DAY POLLS OPEN 7:00 A.M. TO 7:00 P.M.
CALL (956) 318-2570 for General Information

PRECINCT	CITY	BUILDING	ADDRESS
3, 23, 45, 55, 87 & 120	Donna	Amigos Del Valle	1408 Silver Avenue
26, 27, 37, 66, 67, 134 & 138	McAllen	Tax Office	311 N. 15th St.
7, 8, 34, 135, 136 & 139	McAllen	Palmer Pavilion	301 E. Hackberry
48 & 95	McAllen	Palmview Comm. Ctr.	3401 Jordan Avenue
97, 47 & 49	McAllen	Lincoln Middle School	1601 N. 27th St.
54, 65, 72, 74 & 81	McAllen	Lark Community Center	2601 Lark Avenue
62, 73, 96, 124, 140 & 141	McAllen	Gonzalez Elem. School	201 E. Martin
109, 13, 30, 31, 105, 107 & 108	Edinburg	Elections Annex Bldg	317 N. Closner "Rear Bldf"
14, 52, 53, 106 & 110	Edinburg	Administration Tax Office	2800 S. Bus. 281
68, 69 & 129	N. Edinburg	Camp Loma de Vida	12505 N. Hwy 281
76 & 24	McCook	Immaculate Church	N. FM 681 & FM 490
33 & 18	Monte Alto/ Hargill	Monte Alto Comm. Center	1st & Elizabeth
19	San Manuel	St. Anne Church	2.5 Miles N. 186 on 281
43 & 104	San Carlos	San Carlos Elem.	
119, 70, 90 & 15	Elsa	Elsa Fire Station	216 E. 4th St.
16 & 79	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave
17	La Villa	La Villa High School	200 W. Hwy 107
20 & 122	Hidalgo	Hidalgo City Hall	704 E. Texano Dr.

DRAFT

32, 92, 1, 85, 46, 56 & 121	Mercedes	Mercedes City Hall	400 S. Ohio Avenue
36, 115, 25, 35, 6 60, 142, 143, 144 61, 116, 5 & 137	Pharr	Jose Pepe Salinas Center	1011 W. Kelly
123, 77, 91, 44, 130 126 & 127	Alamo	Sgt. Fernando de la Rosa Lib.	416 N. Tower Rd.
11, 50, 131 & 132	La Joya	City Hall	101 N. Leo Ave.
10, 9, 28, 98, 94 102 & 103	Mission	City Hall	1201 E. 8th
38, 63, 83, 84 & 12	Mission	Fire Station #3	1804 N. Shary Road
101, 88, 89 & 125	Palmhurst	Faith Baptist Church	4301 N. Shary Road
78, 100, 29, 75, 99, 64, 133 & 128	Palmview	Co. Commissioner Pct.#3 Ofc.	724 Breyfogle Road
42, 58, 21, 114, 71, 41, 111, 2, 22,112, 57 & 113	Weslaco	Braught Theatre	525 S. Kansas Ave.
40	Progreso	Progreso Comm. Ctr.	210 FM 1015 (Baker/Malone)
51	Sullivan City	Fire Station	500 Cenizo
4, 39, 59, 117 & 118	San Juan	San Juan Fire Station #2	2301 N.Longoria Rd.

DRAFT

AI-27660 **15. B.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

CAPTION

Discussion and consideration on proposed changes to Election Procedures as it pertains to Senate Bill 100 and Senate Bill 1402.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Senate Bill 100

Senate Bill 1402

Election Code 31.0925

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 08:09 AM
Roland Garcia	Rolando Garcia	07/22/2011 10:42 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Amanda Valdez Started On: 07/20/2011 05:18 PM

Final Approval Date: 07/22/2011

AN ACT

relating to the adoption of certain voting procedures and to certain elections, including procedures necessary to implement the federal Military and Overseas Voter Empowerment Act, deadlines for declaration of candidacy and dates for certain elections, and to terms of certain elected officials.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 101, Election Code, is amended to read as follows:

CHAPTER 101. VOTING BY RESIDENT FEDERAL POSTCARD APPLICANT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 101.001. ELIGIBILITY. A person is eligible for early voting by mail as provided by this chapter if:

(1) the person is qualified to vote in this state or, if not registered to vote in this state, would be qualified if registered; and

(2) the person is:

(A) a member of the armed forces of the United States, or the spouse or a dependent of a member;

(B) a member of the merchant marine of the United States, or the spouse or a dependent of a member; or

(C) domiciled in this state but temporarily living outside the territorial limits of the United States and the District of Columbia.

Sec. 101.002. GENERAL CONDUCT OF VOTING. Voting under this chapter shall be conducted and the results shall be processed as provided by Subtitle A for early voting by mail, except as otherwise provided by this chapter.

Sec. 101.003. DEFINITIONS. [~~FORM AND CONTENTS OF APPLICATION. (a) An application for a ballot to be voted under this chapter must:~~

[~~(1) be submitted on an official federal postcard application form; and~~

[~~(2) include the information necessary to indicate that the applicant is eligible to vote in the election for which the ballot is requested.~~

[~~(b)~~] In this chapter:

(1) "Federal[~~, "federal~~] postcard application" means an application for a ballot to be voted under this chapter submitted on the official federal form prescribed under the federal Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. Section 1973ff et seq.).

(2) "FPCA registrant" means a person registered to vote under Section 101.055.

Sec. 101.004. NOTING FPCA REGISTRATION ON POLL LIST. For each FPCA registrant accepted to vote, a notation shall be made beside the voter's name on the early voting poll list indicating

that the voter is an FPCA registrant.

Sec. 101.005. NOTING FPCA REGISTRATION AND E-MAIL ON EARLY VOTING ROSTER. The entry on the early voting roster pertaining to a voter under this chapter who is an FPCA registrant must include a notation indicating that the voter is an FPCA registrant. The early voting clerk shall note on the early voting by mail roster each e-mail of a ballot under Subchapter C.

Sec. 101.006. EXCLUDING FPCA REGISTRANT FROM PRECINCT EARLY VOTING LIST. A person to whom a ballot is provided under this chapter is not required to be included on the precinct early voting list if the person is an FPCA registrant.

Sec. 101.007. DESIGNATION OF SECRETARY OF STATE. (a) The secretary of state is designated as the state office to provide information regarding voter registration procedures and absentee ballot procedures, including procedures related to the federal write-in absentee ballot, to be used by persons eligible to vote under the federal Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. Section 1973ff et seq.).

(b) The secretary of state is designated as the state coordinator between military and overseas voters and county election officials. A county election official shall:

(1) cooperate with the secretary of state to ensure that military and overseas voters timely receive accurate balloting materials that a voter is able to cast in time for the election; and

(2) otherwise comply with the federal Military and Overseas Voter Empowerment Act (Pub. L. No. 111-84, Div. A, Title V, Subt. H).

(c) The secretary of state may adopt rules as necessary to implement this section.

Sec. 101.008. STATUS OF APPLICATION OR BALLOT VOTED. The secretary of state, in coordination with local election officials, shall implement an electronic free-access system by which a person eligible for early voting by mail under this chapter or Chapter 114 may determine by telephone, by e-mail, or over the Internet whether:

(1) the person's federal postcard application or other registration or ballot application has been received and accepted; and

(2) the person's ballot has been received and the current status of the ballot.

SUBCHAPTER B. SUBMISSION OF FEDERAL POSTCARD APPLICATION

Sec. 101.051. FORM AND CONTENTS OF APPLICATION. An application for a ballot to be voted under this subchapter must:

(1) be submitted on an official federal postcard application form; and

(2) include the information necessary to indicate that the applicant is eligible to vote in the election for which the ballot is requested.

Sec. 101.052 [~~101.004~~]. SUBMITTING APPLICATION. (a) A federal postcard application must be submitted to the early voting

clerk for the election who serves the election precinct of the applicant's residence.

(a-1) A federal postcard application must be submitted by:

(1) mail; or

(2) electronic transmission of an image of the application under procedures prescribed by the secretary of state.

(b) A federal postcard application may be submitted at any time during the calendar year in which the election for which a ballot is requested occurs, but not later than the deadline for submitting a regular application for a ballot to be voted by mail.

(c) A federal postcard application requesting a ballot for an election to be held in January or February may be submitted in the preceding calendar year but not earlier than the earliest date for submitting a regular application for a ballot to be voted by mail.

(d) A timely application that is addressed to the wrong early voting clerk shall be forwarded to the proper early voting clerk not later than the day after the date it is received by the wrong clerk.

(e) An applicant who otherwise complies with applicable requirements is entitled to receive a full ballot to be voted by mail under this chapter if:

(1) the applicant submits a federal postcard application to the early voting clerk on or before the 20th day before election day; and

(2) the application contains the information that is required for registration under Title 2.

(f) The applicant is entitled to receive only a federal ballot to be voted by mail under Chapter 114 if:

(1) the applicant submits the federal postcard application to the early voting clerk after the date provided by Subsection (e)(1) and before the sixth day before election day; and

(2) the application contains the information that is required for registration under Title 2.

(g) An applicant who submits a federal postcard application to the early voting clerk on or after the sixth day before election day is not entitled to receive a ballot by mail for that election.

(h) If the applicant submits the federal postcard application within the time prescribed by Subsection (f)(1) and is a registered voter at the address contained on the application, the applicant is entitled to receive a full ballot to be voted by mail under this chapter.

(i) Except as provided by Subsections (l) and (m), for purposes of determining the date a federal postcard application is submitted to the early voting clerk, an application is considered to be submitted on the date it is placed and properly addressed in the United States mail. An application mailed from an Army/Air Force Post Office (APO) or Fleet Post Office (FPO) is considered placed in the United States mail. The date indicated by the post office cancellation mark, including a United States military post office cancellation mark, is considered to be the date the application was placed in the mail unless proven otherwise. For

purposes of an application made under Subsection (e):

(1) an application that does not contain a cancellation mark is considered to be timely if it is received by the early voting clerk on or before the 15th day before election day; and

(2) if the 20th day before the date of an election is a Saturday, Sunday, or legal state or national holiday, an application is considered to be timely if it is submitted to the early voting clerk on or before the next regular business day.

(j) If the early voting clerk determines that an application that is submitted before the time prescribed by Subsection (e)(1) does not contain the information that is required for registration under Title 2, the clerk shall notify the applicant of that fact. If the applicant has provided a telephone number or an address for receiving mail over the Internet, the clerk shall notify the applicant by that medium.

(k) If the applicant submits the missing information before the time prescribed by Subsection (e)(1), the applicant is entitled to receive a full ballot to be voted by mail under this chapter. If the applicant submits the missing information after the time prescribed by Subsection (e)(1), the applicant is entitled to receive a full ballot to be voted by mail for the next election that occurs:

(1) in the same calendar year; and

(2) after the 30th day after the date the information is submitted.

(l) For purposes of determining the end of the period that an application may be submitted under Subsection (f)(1), an application is considered to be submitted at the time it is received by the early voting clerk.

(m) The secretary of state by rule shall establish the date on which a federal postcard application is considered to be electronically submitted to the early voting clerk.

Sec. 101.053 [~~101.0041~~]. ACTION BY EARLY VOTING CLERK ON CERTAIN APPLICATIONS. The early voting clerk shall notify the voter registrar of a federal postcard application submitted by an applicant that states a voting residence address located outside the registrar's county.

Sec. 101.054 [~~101.005~~]. APPLYING FOR MORE THAN ONE ELECTION IN SAME APPLICATION. (a) A person may apply with a single federal postcard application for a ballot for any one or more elections in which the early voting clerk to whom the application is submitted conducts early voting.

(b) An application that does not identify the election for which a ballot is requested shall be treated as if it requests a ballot for:

(1) each general election in which the clerk conducts early voting; and

(2) the general primary election if the application indicates party preference and is submitted to the early voting clerk for the primary.

(c) An application shall be treated as if it requests a

ballot for[~~:~~

[~~(1)~~] a runoff election that results from an election for which a ballot is requested[~~; and~~

[~~(2) each election for a federal office, including a primary or runoff election, that occurs on or before the date of the second general election for state and county officers that occurs after the date the application is submitted~~].

(d) An application requesting a ballot for more than one election shall be preserved for the period for preserving the precinct election records for the last election for which the application is effective.

Sec. 101.055 [~~101.006~~]. FPCA VOTER REGISTRATION. (a) The submission of a federal postcard application that complies with the applicable requirements by an unregistered applicant constitutes registration by the applicant:

(1) for the purpose of voting in the election for which a ballot is requested; and

(2) under Title 2 unless the person indicates on the application that the person is residing outside the United States indefinitely.

(b) For purposes of registering to vote under this chapter, a person shall provide the address of the last place of residence of the person in this state or the last place of residence in this state of the person's parent or legal guardian.

(c) The registrar shall register the person at the address provided under Subsection (b) unless that address no longer is recognized as a residential address, in which event the registrar shall assign the person to an address under procedures prescribed by the secretary of state [~~In this chapter, "FPCA registrant" means a person registered to vote under this section~~].

Sec. 101.056 [~~101.007~~]. METHOD OF PROVIDING BALLOT; REQUIRED ADDRESS. (a) The balloting materials provided under this subchapter [~~chapter~~] shall be airmailed to the voter free of United States postage, as provided by the federal Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. Section 1973ff et seq.), in an envelope labeled "Official Election Balloting Material - via Airmail." The secretary of state shall provide early voting clerks with instructions on compliance with this subsection.

(b) The address to which the balloting materials are sent to a voter must be:

(1) an address outside the county of the voter's residence; or

(2) an address in the United States for forwarding or delivery to the voter at a location outside the United States.

(c) If the address to which the balloting materials are to be sent is within the county served by the early voting clerk, the federal postcard application must indicate that the balloting materials will be forwarded or delivered to the voter at a location outside the United States.

Sec. 101.057 [~~101.008~~]. RETURN OF VOTED BALLOT. A ballot voted under this subchapter [~~chapter~~] may be returned to the early

voting clerk by mail, common or contract carrier, or courier.

[~~Sec. 101.009. NOTING FPCA REGISTRATION ON POLL LIST. For each FPCA registrant accepted to vote, a notation shall be made beside the voter's name on the early voting poll list indicating that the voter is an FPCA registrant.~~

[~~Sec. 101.010. NOTING FPCA REGISTRATION ON EARLY VOTING ROSTER. The entry on the early voting roster pertaining to a voter under this chapter who is an FPCA registrant must include a notation indicating that the voter is an FPCA registrant.~~

[~~Sec. 101.011. EXCLUDING FPCA REGISTRANT FROM PRECINCT EARLY VOTING LIST. A person to whom a ballot is provided under this chapter is not required to be included on the precinct early voting list if the person is an FPCA registrant.~~]

Sec. 101.058 [~~101.012~~]. OFFICIAL CARRIER ENVELOPE. The officially prescribed carrier envelope for voting under this subchapter [~~chapter~~] shall be prepared so that it can be mailed free of United States postage, as provided by the federal Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. Section 1973ff et seq.) [~~Federal Voting Assistance Act of 1955~~], and must contain the label prescribed by Section 101.056(a) [~~101.007(a)~~] for the envelope in which the balloting materials are sent to a voter. The secretary of state shall provide early voting clerks with instructions on compliance with this section.

SUBCHAPTER C. E-MAIL TRANSMISSION OF BALLOTING MATERIALS

Sec. 101.101. PURPOSE. The purpose of this subchapter is to implement the federal Military and Overseas Voter Empowerment Act (Pub. L. No. 111-84, Div. A, Title V, Subt. H).

Sec. 101.102. REQUEST FOR BALLOTING MATERIALS. (a) A person eligible to vote under this chapter may request from the appropriate early voting clerk e-mail transmission of balloting materials under this subchapter.

(b) The early voting clerk shall grant a request made under this section for the e-mail transmission of balloting materials if:

(1) the requestor has submitted a valid federal postcard application and:

(A) if the requestor is a person described by Section 101.001(2)(C), has provided a current mailing address that is located outside the United States; or

(B) if the requestor is a person described by Section 101.001(2)(A) or (B), has provided a current mailing address that is located outside the requestor's county of residence;

(2) the requestor provides an e-mail address:

(A) that corresponds to the address on file with the requestor's federal postcard application; or

(B) stated on a newly submitted federal postcard application;

(3) the request is submitted on or before the seventh day before the date of the election; and

(4) a marked ballot for the election from the requestor has not been received by the early voting clerk.

Sec. 101.103. CONFIDENTIALITY OF E-MAIL ADDRESS. An e-mail address used under this subchapter to request balloting materials is confidential and does not constitute public information for purposes of Chapter 552, Government Code. An early voting clerk shall ensure that a voter's e-mail address provided under this subchapter is excluded from public disclosure.

Sec. 101.104. ELECTIONS COVERED. The e-mail transmission of balloting materials under this subchapter is limited to:

(1) an election in which an office of the federal government appears on the ballot, including a primary election;

(2) an election to fill a vacancy in the legislature unless:

(A) the election is ordered as an emergency election under Section 41.0011; or

(B) the election is held as an expedited election under Section 203.013; or

(3) an election held jointly with an election described by Subdivision (1) or (2).

Sec. 101.105. BALLOTING MATERIALS TO BE SENT BY E-MAIL. Balloting materials to be sent by e-mail under this subchapter include:

(1) the appropriate ballot;

(2) ballot instructions, including instructions that inform a voter that the ballot must be returned by mail to be counted;

(3) instructions prescribed by the secretary of state on:

(A) how to print a return envelope from the federal Voting Assistance Program website; and

(B) how to create a carrier envelope or signature sheet for the ballot; and

(4) a list of certified write-in candidates, if applicable.

Sec. 101.106. METHODS OF TRANSMISSION TO VOTER. (a) The balloting materials may be provided by e-mail to the voter in PDF format, through a scanned format, or by any other method of electronic transmission authorized by the secretary of state in writing.

(b) The secretary of state shall prescribe procedures for the retransmission of balloting materials following an unsuccessful transmission of the materials to a voter.

Sec. 101.107. RETURN OF BALLOT. (a) A voter described by Section 101.001(2)(A) or (B) must be voting from outside the voter's county of residence. A voter described by Section 101.001(2)(C) must be voting from outside the United States.

(b) A voter who receives a ballot under this subchapter must return the ballot in the same manner as required under Section 101.057 and, except as provided by Chapter 105, may not return the ballot by electronic transmission.

(c) A ballot that is not returned as required by Subsection (b) is considered a ballot not timely returned and is not sent to

the early voting ballot board for processing.

(d) The deadline for the return of a ballot under this section is the same deadline as provided in Section 86.007.

Sec. 101.108. TRACKING OF BALLOTING MATERIALS. The secretary of state by rule shall create a tracking system under which an FPCA registrant may determine whether a voted ballot has been received by the early voting clerk. Each county that sends ballots to FPCA registrants shall provide information required by the secretary of state to implement the system.

Sec. 101.109. RULES. (a) The secretary of state may adopt rules as necessary to implement this subchapter.

(b) The secretary of state may provide for an alternate secure method of electronic ballot transmission under this subchapter instead of transmission by e-mail

[~~Sec. 101.013. DESIGNATION OF SECRETARY OF STATE. The secretary of state is designated as the state office to provide information regarding voter registration procedures and absentee ballot procedures, including procedures related to the federal write-in absentee ballot, to be used by persons eligible to vote under the federal Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. Section 1973ff et seq.), as amended~~].

SECTION 2. Section 2.025, Election Code, is amended by amending Subsection (a) and adding Subsection (d) to read as follows:

(a) Except as provided by Subsection (d) or as otherwise provided by this code, a runoff election shall be held not earlier than the 20th or later than the 45th day after the date the final canvass of the main election is completed.

(d) A runoff election for a special election to fill a vacancy in Congress or a special election to fill a vacancy in the legislature to which Section 101.104 applies shall be held not earlier than the 70th day or later than the 77th day after the date the final canvass of the main election is completed.

SECTION 3. Subsection (c), Section 3.005, Election Code, is amended to read as follows:

(c) For an election to be held on:

(1) the date of the general election for state and county officers, the election shall be ordered not later than the 78th [~~70th~~] day before election day; and

(2) a uniform election date other than the date of the general election for state and county officers, the election shall be ordered not later than the 71st day before election day.

SECTION 4. Section 41.001, Election Code, is amended by amending Subsection (a) and adding Subsection (d) to read as follows:

(a) Except as otherwise provided by this subchapter, each general or special election in this state shall be held on one of the following dates:

(1) the second Saturday in May in an odd-numbered year;

(2) the second Saturday in May in an even-numbered year, for an election held by a political subdivision other than a

county; or

(3) [~~(2)~~] the first Tuesday after the first Monday in November.

(d) Notwithstanding Section 31.093, a county elections administrator is not required to enter into a contract to furnish election services for an election held on the date described by Subsection (a)(2).

SECTION 5. Section 41.0052, Election Code, is amended to read as follows:

Sec. 41.0052. CHANGING GENERAL ELECTION DATE. (a) [~~The governing body of a political subdivision other than a county may, not later than December 31, 2005, change the date on which it holds its general election for officers to another authorized uniform election date.~~

[~~(a-1)~~] The governing body of a political subdivision, other than a county, that holds its general election for officers on a date other than the November uniform election date may, not later than December 31, 2012 [~~2010~~], change the date on which it holds its general election for officers to the November uniform election date.

(b) A governing body changing an election date under this section shall adjust the terms of office to conform to the new election date.

(c) A home-rule city may implement the change authorized by Subsection (a) or provide for the election of all members of the governing body at the same election through the adoption of a resolution. The change contained in the resolution supersedes a city charter provision that requires a different general election date or that requires the terms of members of the governing body to be staggered.

(d) The holdover of a member of a governing body of a city in accordance with Section 17, Article XVI, Texas Constitution, so that a term of office may be conformed to a new election date chosen under this section does not constitute a vacancy for purposes of Section 11(b), Article XI, Texas Constitution.

SECTION 6. Subsection (b), Section 41.007, Election Code, is amended to read as follows:

(b) The runoff primary election date is the fourth Tuesday in May [~~second Tuesday in April~~] following the general primary election.

SECTION 7. Section 65.051, Election Code, is amended by adding Subsection (c) to read as follows:

(c) Section 1.006 does not apply to this section.

SECTION 8. Subsection (b), Section 86.004, Election Code, is amended to read as follows:

(b) For an election to which Section 101.104 applies [~~the general election for state and county officers~~], the balloting materials for a voter who indicates on the application for a ballot to be voted by mail or the federal postcard application that the voter is eligible to vote early by mail as a consequence of the voter's being outside the United States shall be mailed on or

before the later of the 45th day before election day or the seventh calendar day after the date the clerk receives the application. However, if it is not possible to mail the ballots by the deadline of the 45th day before election day, the clerk shall notify the secretary of state within 24 hours of knowing that the deadline will not be met. The secretary of state shall monitor the situation and advise the clerk, who shall mail the ballots as soon as possible in accordance with the secretary of state's guidelines.

SECTION 9. Subsection (b), Section 86.011, Election Code, is amended to read as follows:

(b) If the return is timely, the clerk shall enclose the carrier envelope and the voter's early voting ballot application in a jacket envelope. The clerk shall also include in the jacket envelope:

(1) a copy of the voter's federal postcard application if the ballot is voted under Chapter 101; and

(2) the signature cover sheet, if the ballot is voted under Chapter 105.

SECTION 10. Subchapter B, Chapter 87, Election Code, is amended by adding Section 87.0223 to read as follows:

Sec. 87.0223. TIME OF DELIVERY: BALLOTS SENT OUT BY REGULAR MAIL AND E-MAIL. (a) If the early voting clerk has provided a voter a ballot to be voted by mail by both regular mail and e-mail under Subchapter C, Chapter 101, the clerk may not deliver a jacket envelope containing the early voting ballot voted by mail by the voter to the board until:

(1) both ballots are returned; or

(2) the deadline for returning marked ballots under Section 86.007 has passed.

(b) If both the ballot provided by regular mail and the ballot provided by e-mail are returned before the deadline, the early voting clerk shall deliver only the jacket envelope containing the ballot provided by e-mail to the board. The ballot provided by regular mail is considered to be a ballot not timely returned.

SECTION 11. Section 87.041, Election Code, is amended by adding Subsection (f) to read as follows:

(f) In making the determination under Subsection (b)(2) for a ballot cast under Chapter 101 or 105, the board shall compare the signature on the carrier envelope or signature cover sheet with the signature of the voter on the federal postcard application.

SECTION 12. Section 87.043, Election Code, is amended by amending Subsection (a) and adding Subsection (d) to read as follows:

(a) The early voting ballot board shall place the carrier envelopes containing rejected ballots in an envelope and shall seal the envelope. More than one envelope may be used if necessary. The board shall keep a record of the number of rejected ballots in each envelope.

(d) A notation must be made on the carrier envelope of any ballot that was rejected after the carrier envelope was opened and

include the reason the envelope was opened and the ballot was rejected.

SECTION 13. Section 87.0431, Election Code, is amended to read as follows:

Sec. 87.0431. NOTICE OF REJECTED BALLOT. Not later than the 10th day after election day, the presiding judge of the early voting ballot board shall deliver written notice of the reason for the rejection of a ballot to the voter at the residence address on the ballot application. If the ballot was transmitted to the voter by e-mail under Subchapter C, Chapter 101, the presiding judge shall also provide the notice to the e-mail address to which the ballot was sent.

SECTION 14. Subsection (a), Section 87.044, Election Code, is amended to read as follows:

(a) The early voting ballot board shall place each application for a ballot voted by mail in its corresponding jacket envelope. For a ballot voted under Chapter 101 or 105, the board shall also place the copy of the voter's federal postcard application or signature cover sheet in the same location as the carrier envelope. If the voter's ballot was accepted, the board shall also place the carrier envelope in the jacket envelope. However, if the jacket envelope is to be used in a subsequent election, the carrier envelope shall be retained elsewhere.

SECTION 15. Section 105.003, Election Code, is amended to read as follows:

Sec. 105.003. USE OF FEDERAL WRITE-IN ABSENTEE BALLOT FOR ELECTIONS FOR FEDERAL OFFICE. The secretary of state shall prescribe procedures to allow a voter who qualifies to vote by a federal write-in absentee ballot to vote through use of a federal write-in absentee ballot in:

(1) any general, special, primary, or runoff election for federal office; or

(2) an election for any office for which balloting materials may be sent under Section 101.104.

SECTION 16. Subsection (b), Section 142.010, Election Code, is amended to read as follows:

(b) Not later than the 68th [~~55th~~] day before general election day, the certifying authority shall deliver the certification to the authority responsible for having the official ballot prepared in each county in which the candidate's name is to appear on the ballot.

SECTION 17. Subsection (c), Section 143.007, Election Code, is amended to read as follows:

(c) For an election to be held on:

(1) the date of the general election for state and county officers, the day of the filing deadline is the 78th [~~70th~~] day before election day; and

(2) a uniform election date other than the date of the general election for state and county officers, the day of the filing deadline is the 71st day before election day.

SECTION 18. Subsection (d), Section 144.005, Election Code,

is amended to read as follows:

(d) For an election to be held on:

(1) the date of the general election for state and county officers, the day of the filing deadline is the 78th [~~70th~~] day before election day; and

(2) a uniform election date other than the date of the general election for state and county officers, the day of the filing deadline is the 71st day before election day.

SECTION 19. Subsection (b), Section 144.006, Election Code, is amended to read as follows:

(b) For an election to be held on:

(1) the date of the general election for state and county officers, the day of the filing deadline is the 78th [~~67th~~] day before election day; and

(2) a uniform election date other than the date of the general election for state and county officers, the day of the filing deadline is the 71st day before election day.

SECTION 20. Subsection (e), Section 145.037, Election Code, is amended to read as follows:

(e) The certification must be delivered not later than 5 p.m. of the 71st [~~70th~~] day before election day.

SECTION 21. Subsection (b), Section 145.038, Election Code, is amended to read as follows:

(b) The state chair must deliver the certification of the replacement nominee not later than 5 p.m. of the 69th [~~67th~~] day before election day.

SECTION 22. Subsection (f), Section 145.092, Election Code, is amended to read as follows:

(f) A candidate in an election for which the filing deadline for an application for a place on the ballot is not later than 5 p.m. of the 78th [~~70th~~] day before election day may not withdraw from the election after 5 p.m. of the 71st [~~67th~~] day before election day.

SECTION 23. Subsection (a), Section 145.094, Election Code, is amended to read as follows:

(a) The name of a candidate shall be omitted from the ballot if the candidate:

(1) dies before the second day before the date of the deadline for filing the candidate's application for a place on the ballot;

(2) withdraws or is declared ineligible before 5 p.m. of the second day before the beginning of early voting by personal appearance, in an election subject to Section 145.092(a);

(3) withdraws or is declared ineligible before 5 p.m. of the 53rd day before election day, in an election subject to Section 145.092(b); or

(4) withdraws or is declared ineligible before 5 p.m. of the 71st [~~67th~~] day before election day, in an election subject to Section 145.092(f).

SECTION 24. Subsection (a), Section 145.096, Election Code, is amended to read as follows:

(a) Except as provided by Subsection (b), a candidate's name shall be placed on the ballot if the candidate:

(1) dies on or after the second day before the deadline for filing the candidate's application for a place on the ballot;

(2) is declared ineligible after 5 p.m. of the second day before the beginning of early voting by personal appearance, in an election subject to Section 145.092(a);

(3) is declared ineligible after 5 p.m. of the 53rd day before election day, in an election subject to Section 145.092(b); or

(4) is declared ineligible after 5 p.m. of the 71st [~~67th~~] day before election day, in an election subject to Section 145.092(f).

SECTION 25. Subsections (a) and (b), Section 146.025, Election Code, are amended to read as follows:

(a) A declaration of write-in candidacy must be filed not later than 5 p.m. of the 78th [~~70th~~] day before general election day, except as otherwise provided by this code. A declaration may not be filed earlier than the 30th day before the date of the regular filing deadline.

(b) If a candidate whose name is to appear on the general election ballot dies or is declared ineligible after the third day before the date of the filing deadline prescribed by Subsection (a), a declaration of write-in candidacy for the office sought by the deceased or ineligible candidate may be filed not later than 5 p.m. of the 75th [~~67th~~] day before election day.

SECTION 26. Subsection (c), Section 146.029, Election Code, is amended to read as follows:

(c) Not later than the 68th [~~62nd~~] day before election day, the certifying authority shall deliver the certification to the authority responsible for having the official ballot prepared in each county in which the office sought by the candidate is to be voted on.

SECTION 27. Subsection (b), Section 146.054, Election Code, is amended to read as follows:

(b) For an election to be held on:

(1) the date of the general election for state and county officers, the day of the filing deadline is the 74th [~~67th~~] day before election day; and

(2) a uniform election date other than the date of the general election for state and county officers, the day of the filing deadline is the 71st day before election day.

SECTION 28. Subsection (b), Section 161.008, Election Code, is amended to read as follows:

(b) Not later than the 68th [~~62nd~~] day before general election day, the secretary of state shall deliver the certification to the authority responsible for having the official general election ballot prepared in each county in which the candidate's name is to appear on the ballot.

SECTION 29. Subsection (a), Section 172.023, Election Code, is amended to read as follows:

(a) An application for a place on the general primary election ballot must be filed not later than 6 p.m. on the second Monday in December of an odd-numbered year [~~January 2 in the primary election year~~] unless the filing deadline is extended under Subchapter C.

SECTION 30. Subsection (d), Section 171.0231, Election Code, is amended to read as follows:

(d) A declaration of write-in candidacy must be filed not later than 6 [~~5~~] p.m. of the fifth [~~62nd~~] day after the date of the filing deadline for the [~~before~~] general primary election [~~day. However, if a candidate whose name is to appear on the ballot for the office of county chair or precinct chair dies or is declared ineligible after the third day before the date of the regular filing deadline prescribed by this subsection, a declaration of write-in candidacy for the office sought by the deceased or ineligible candidate may be filed not later than 5 p.m. of the 59th day before election day~~].

SECTION 31. Subsection (b), Section 172.028, Election Code, is amended to read as follows:

(b) Not later than the 81st [~~57th~~] day before general primary election day, the state chair shall deliver the certification to the county chair in each county in which the candidate's name is to appear on the ballot.

SECTION 32. Subsection (a), Section 172.052, Election Code, is amended to read as follows:

(a) A candidate for nomination may not withdraw from the general primary election after the 79th [~~62nd~~] day before general primary election day.

SECTION 33. Subsections (a) and (b), Section 172.054, Election Code, are amended to read as follows:

(a) The deadline for filing an application for a place on the general primary election ballot is extended as provided by this section if a candidate who has made an application that complies with the applicable requirements:

(1) dies on or after the fifth day before the date of the regular filing deadline and on or before the 79th [~~62nd~~] day before general primary election day;

(2) holds the office for which the application was made and withdraws or is declared ineligible on or after the date of the regular filing deadline and on or before the 79th [~~62nd~~] day before general primary election day; or

(3) withdraws or is declared ineligible during the period prescribed by Subdivision (2), and at the time of the withdrawal or declaration of ineligibility no other candidate has made an application that complies with the applicable requirements for the office sought by the withdrawn or ineligible candidate.

(b) An application for an office sought by a withdrawn, deceased, or ineligible candidate must be filed not later than 6 p.m. of the 81st [~~60th~~] day before general primary election day. An application filed by mail with the state chair is not timely if received later than 5 p.m. of the 81st [~~60th~~] day before general

primary election day.

SECTION 34. Section 172.057, Election Code, is amended to read as follows:

Sec. 172.057. WITHDRAWN, DECEASED, OR INELIGIBLE CANDIDATE'S NAME OMITTED FROM GENERAL PRIMARY BALLOT. A candidate's name shall be omitted from the general primary election ballot if the candidate withdraws, dies, or is declared ineligible on or before the 79th [~~62nd~~] day before general primary election day.

SECTION 35. Subsection (a), Section 172.058, Election Code, is amended to read as follows:

(a) If a candidate who has made an application for a place on the general primary election ballot that complies with the applicable requirements dies or is declared ineligible after the 79th [~~62nd~~] day before general primary election day, the candidate's name shall be placed on the ballot and the votes cast for the candidate shall be counted and entered on the official election returns in the same manner as for the other candidates.

SECTION 36. Subsection (a), Section 172.059, Election Code, is amended to read as follows:

(a) A candidate for nomination may not withdraw from the runoff primary election after 5 p.m. of the 8th [~~10th~~] day after general primary election day.

SECTION 37. Subsection (c), Section 172.082, Election Code, is amended to read as follows:

(c) The drawing shall be conducted at the county seat not later than the third Tuesday in December of an odd-numbered year [~~53rd day before general primary election day~~].

SECTION 38. Subsection (b), Section 192.033, Election Code, is amended to read as follows:

(b) The secretary of state shall deliver the certification to the authority responsible for having the official ballot prepared in each county before the later of the 68th [~~62nd~~] day before presidential election day or the second business day after the date of final adjournment of the party's national presidential nominating convention.

SECTION 39. Subsection (b), Section 201.051, Election Code, is amended to read as follows:

(b) For a vacancy to be filled by a special election to be held on the date of the general election for state and county officers, the election shall be ordered not later than the 78th [~~70th~~] day before election day.

SECTION 40. Subsection (f), Section 201.054, Election Code, is amended to read as follows:

(f) For a special election to be held on the date of the general election for state and county officers, the day of the filing deadline is the 75th [~~67th~~] day before election day.

SECTION 41. Section 501.109, Election Code, is amended to read as follows:

Sec. 501.109. ELECTION IN [~~CERTAIN~~] MUNICIPALITIES. (a) This section applies only to an election to permit or prohibit the legal sale of alcoholic beverages of one or more of the various

types and alcoholic contents in a municipality [~~that is located in more than one county~~].

(b) An election to which this section applies shall be conducted by the municipality instead of a county [~~the counties~~]. For the purposes of an election conducted under this section, a reference in this chapter to:

(1) the county is considered to refer to the municipality;

(2) the commissioners court is considered to refer to the governing body of the municipality;

(3) the county clerk or voter registrar is considered to refer to the secretary of the municipality or, if the municipality does not have a secretary, to the person performing the functions of a secretary of the municipality; and

(4) the county judge is considered to refer to the mayor of the municipality or, if the municipality does not have a mayor, to the presiding officer of the governing body of the municipality.

(c) The municipality shall pay the expense of the election.

(d) An action to contest the election under Section 501.155 may be brought in the district court of any county in which the municipality is located.

SECTION 42. Subsections (a) and (c), Section 11.055, Education Code, are amended to read as follows:

(a) Except as provided by Subsection (c), an application of a candidate for a place on the ballot must be filed not later than 5 p.m. of the 71st [~~62nd~~] day before the date of the election. An application may not be filed earlier than the 30th day before the date of the filing deadline.

(c) For an election to be held on the date of the general election for state and county officers, the day of the filing deadline is the 78th [~~70th~~] day before election day.

SECTION 43. Subsection (b), Section 11.056, Education Code, is amended to read as follows:

(b) A [~~Except as provided by Subsection (e), a~~] declaration of write-in candidacy must be filed not later than the deadline prescribed by Section 146.054, Election Code, for a write-in candidate in a city election [~~5 p.m. of the fifth day after the date an application for a place on the ballot is required to be filed~~].

SECTION 44. Subsection (e), Section 11.059, Education Code, is amended to read as follows:

(e) Not later than December 31, 2011 [~~2007~~], the board of trustees may adopt a resolution changing the length of the terms of its trustees. The resolution must provide for staggered terms [~~a term~~] of either three or four years and specify the manner in which the transition from the length of the former term to the modified term is made. The transition must begin with the first regular election for trustees that occurs after January 1, 2012 [~~2008~~], and a trustee who serves on that date shall serve the remainder of that term. This subsection expires January 1, 2017 [~~2013~~].

SECTION 45. Subsection (b), Section 130.0825, Education Code,

is amended to read as follows:

(b) A [~~Except as provided by Subsection (e), a~~] declaration of write-in candidacy must be filed not later than the deadline prescribed by Section 146.054, Election Code, for a write-in candidate in a city election [~~5 p.m. of the fifth day after the date an application for a place on the ballot is required to be filed~~].

SECTION 46. Subsection (d), Section 285.131, Health and Safety Code, is amended to read as follows:

(d) A [~~Except as provided by Subsection (g), a~~] declaration of write-in candidacy must be filed not later than the deadline prescribed by Section 146.054, Election Code, for a write-in candidate in a city election [~~5 p.m. of the fifth day after the date an application for a place on the ballot is required to be filed~~].

SECTION 47. Subchapter A, Chapter 21, Local Government Code, is amended by adding Section 21.004 to read as follows:

Sec. 21.004. CHANGE OF LENGTH OR STAGGERING OF TERMS IN GENERAL-LAW MUNICIPALITY. (a) This section applies only to a general-law municipality whose governing body is composed of members that serve:

(1) a term of one or three years; or

(2) staggered terms.

(b) Not later than December 31, 2012, the governing body of the general-law municipality may adopt a resolution:

(1) changing the length of the terms of its members to two years; or

(2) providing for the election of all members of the governing body at the same election.

(c) The resolution must specify the manner in which the transition in the length of terms is made. The transition must begin with the first regular election for members of the governing body that occurs after January 1, 2013, and a member who serves on that date shall serve the remainder of that term.

(d) This section expires January 1, 2016.

SECTION 48. Subsection (d), Section 63.0945, Water Code, is amended to read as follows:

(d) A [~~Except as provided by Subsection (f), a~~] declaration of write-in candidacy must be filed not later than the deadline prescribed by Section 146.054, Election Code, for a write-in candidate in a city election [~~5 p.m. of the fifth day after the date an application for a place on the ballot is required to be filed~~].

SECTION 49. To the extent of any conflict, this Act prevails over another Act of the 82nd Legislature, Regular Session, 2011, regardless of the relative dates of enactment.

SECTION 50. The secretary of state shall adopt rules as necessary to implement this Act, including the adjustment or modification of any affected date, deadline, or procedure.

SECTION 51. The following are repealed:

(1) Section 41.0053, Election Code;

(2) Subsection (e), Section 11.056, and Subsection (e), Section 130.0825, Education Code;

(3) Subsection (g), Section 285.131, Health and Safety Code; and

(4) Subsection (f), Section 63.0945, Water Code.

SECTION 52. (a) This section applies only to a political subdivision that elects the members of its governing body to a term that consists of an odd number of years.

(b) Not later than December 31, 2012, the governing body of the political subdivision may adopt a resolution changing the length of the terms of its members to an even number of years. The resolution must specify the manner in which the transition from the length of the former term to the modified term is made. The transition must begin with the first regular election for members of the governing body that occurs after January 1, 2013, and a member who serves on that date shall serve the remainder of that term.

(c) This section expires January 1, 2020.

SECTION 53. The changes in law made by this Act do not apply to an election held on November 8, 2011.

SECTION 54. This Act takes effect September 1, 2011.

_____ _____
President of the Senate Speaker of the House

I hereby certify that S.B. No. 100 passed the Senate on April 14, 2011, by the following vote: Yeas 29, Nays 1; May 27, 2011, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 27, 2011, House granted request of the Senate; May 29, 2011, Senate adopted Conference Committee Report by the following vote: Yeas 31, Nays 0.

_____
Secretary of the Senate

I hereby certify that S.B. No. 100 passed the House, with amendments, on May 25, 2011, by the following vote: Yeas 143, Nays 1, two present not voting; May 27, 2011, House granted request of the Senate for appointment of Conference Committee; May 29, 2011, House adopted Conference Committee Report by the following vote: Yeas 147, Nays 0, one present not voting.

_____
Chief Clerk of the House

Approved:

_____
Date

_____
Governor

S.B. No. 1402

AN ACT

relating to requiring certain political subdivisions to enter a contract with the county elections administrator to perform election services.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter D, Chapter 31, Election Code, is amended by adding Section 31.0925 to read as follows:

Sec. 31.0925. REQUEST FOR SERVICES REQUIRED. (a) This section applies only to a political subdivision:

(1) that is located entirely in a county:

(A) with a population of more than 500,000 that is served by a county elections administrator; and

(B) that does not contain a municipality with a population of more than 150,000; and

(2) that is not an irrigation district created under the authority of Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution.

(b) The governing body of a political subdivision shall request an election services contract with the county elections administrator to perform all duties and functions of the political subdivision in relation to an election that may be transferred under this subchapter if the political subdivision receives a petition requesting the contract signed by a number of registered voters residing in the political subdivision that is equal to or

exceeds one percent of all votes cast in the most recent general election held by the political subdivision.

(c) A petition under this section must be submitted to the clerk of the political subdivision before January 1 of the year in which the election to be administered under the requested election services contract will be held.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009.

_____ _____

President of the Senate Speaker of the House

I hereby certify that S.B. No. 1402 passed the Senate on April 22, 2009, by the following vote: Yeas 30, Nays 0; and that the Senate concurred in House amendment on May 29, 2009, by the following vote: Yeas 31, Nays 0.

_____

Secretary of the Senate

I hereby certify that S.B. No. 1402 passed the House, with amendment, on May 26, 2009, by the following vote: Yeas 143, Nays 1, one present not voting.

_____
Chief Clerk of the House

Approved:

_____
Date

_____
Governor

Sec. 31.0925. Request for services required. (a) This section applies only to a political subdivision:
(1) that is located entirely in a county:
(A) with a population of more than 500,000 that is served by a county elections administrator; and
(B) that does not contain a municipality with a population of more than 150,000; and
(2) that is not an irrigation district created under the authority of Section 52(b) (1) or (2), Article III, or Section 59, Article XVI, Texas Constitution.
(b) The governing body of a political subdivision shall request an election services contract with the county elections administrator to perform all duties and functions of the political subdivision in relation to an election that may be transferred under this subchapter if the political subdivision receives a petition requesting the contract signed by a number of registered voters residing in the political subdivision that is equal to or exceeds one percent of all votes cast in the most recent general election held by the political subdivision.
(c) A petition under this section must be submitted to the clerk of the political subdivision before January 1 of the year in which the election to be administered under the requested election services contract will be held.

According to the 2000 federal census, Sec. 31.0925 applies only to a political subdivision, other than an irrigation district, located in Hidalgo County.
Definition of "political subdivision," see Sec. 1.005(13).
How population is determined, see note under Sec. 42.005.
County elections administrator, see Sec. 31.031 et seq.
Definition of "election services contract," see Sec. 31.091(2).
Duty of county elections administrator to contract on request, see Sec. 31.093.
Definition of "registered voter," see Sec. 1.005(16).
Rules on residence, see Sec. 1.015.
Definition of "general election," see Sec. 1.005(6)
Note: S.B. 1402, Acts of the 81st Legislature, Regular Session, 2009, added Sec. 31.0925. The added language requires the use of a voters' petition but does not set out any requirements for the validity of the petition or its signatures. Without a reference to that effect, Secs. 141.061 et seq. and 277.001, both of which contain requirements as to the validity of a petition and its signatures, do not apply to a petition under Sec. 31.0925. The secretary of state has indicated that the official form to be prescribed for the petition will contain elements designed to elicit information allowing the validity of the petition and its signatures to be determined.

AI-27657 **15. C.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

CAPTION

1. Discussion and approval of Appointment of Democrat Presiding Election Judges and Alternate Election Judges for the August 1, 2011 through the July 31, 2012 term.

2. Discussion and approval of Appointment of Republican Presiding Election Judges and Alternate Election Judges for the August 1, 2011 through the July 31, 2012 term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Democratic Judges and Alt Judges

Republican Judges and Alt Judges

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 08:08 AM
Roland Garcia	Rolando Garcia	07/22/2011 10:32 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Amanda Valdez Started On: 07/20/2011 05:09 PM

Final Approval Date: 07/22/2011

HCDP
Election Judges and Clerks
Database

Last Name	First Name	Mailing Address	City	State	Zip
Acosta	Oralia	Box 8411/ 816 E. Duranta	Alamo	Tx	78516
Acosta	Ismael	Box 8411	Alamo	Tx	78516
Alaniz	Francisca	2919 Lissner Ave.	Donna	Tx	78537
Alaniz	Martha	2007 De Leon Ave.	Donna	Tx	78537
Alonso	Maria del Carmen	1609 Oregon	Weslaco	Tx	78596
Alvarez	Zulema	Bx 4409 N.	Alamo	Tx	78589
Alvarez	Richard	810 Boardwalk	Edinburg	Tx	78539
Antoniuk	Donna	301 Condor Ave	McAllen	Tx	78504
Aranda	Olya	P.O. Box 334	Hargill	Tx	78549
Arellano	Emerson	813 Rankin	Mission	Tx	78572
Arevalo	Eduvina S.	512 N. Francisco	Mission	Tx	78572
Arriaga	Amber	1050 nolana	Donna	Tx	78537
Arriaga	Arturo	1050 nolana	Donna	Tx	78537
Ashley-Fridie	Beverly F.	2701 Fountain Plaza Blvd.	Edinburg	Tx	78539
Azoca	Maria L.	205 So. Cantu	Weslaco	Tx	78596
Balderas	Maria G.*	618 E. 3rd St,	Mission	Tx	78572
Barnes	Micheal	P.O. Box 405	Edcouch	Tx	78538
Barnes	Richard H.*	1624 N. 29th Street	McAllen	Tx	78501
Barnes	Michael	212 N. Reyes Ave	Edcouch	Tx	78538
Barreiro	Sylvia L.	3101 N. 28 1/2	McAllen	Tx	78501
Barreiro	Gilbert	4309 Ira Rd.	Mission	Tx	78574
Barrientos	Blanca F.	1401 S. 4th St.	Edinburg	Tx	78539
Bates	Barbara Ann*	6020 Wells Spring Dr.	McAllen	Tx	78504
Bazan	Amparo	P.O. Box 1088	Elsa	Tx	78543
Benavides	Yvonne	423 Cardinal St	Sullivan	Tx	78595
Blanco	Ma. Sylva	2424 Briarway St.	Mission	Tx	78574
Borrego	Jose A. Jr.*	1409 S. 3rd Ave.	Edinburg	Tx	78539
Brenneman	Virginia	100 E. Hackberry #95	McAllen	Tx	78501
Cabriales	Eduardo	2928 Mile 9 N.	Mercedes	Tx	78570
Calderon	Crystal	1409 Lucksinger Rd.	Mission	Tx	78572
Canales	Arnulfo	1008 Lexington Circle	Edinburg	Tx	78539
Canales	Beatriz	1008 Lexington Circle #7	Edinburg	Tx	78539
Cantu	Alberto	814 S. 2nd Ave	Edinburg	Tx	78539
Cantu	John E.	1424 E. Samano	Edinburg	Tx	78539
Cantu	Maria I.	814 S. 2nd Ave	Edinburg	Tx	78539
Cantu	Richard J.	1906 E. Cano St.	Edinburg	Tx	78542
Cantu	Varely	2310 N. Lincoln Ave	San Juan	Tx	78589
Cantu	Brenda	4020 Mac Dr.	Weslaco	Tx	78596
Cantu	Lucinda	124 San Jacinto	Mission	Tx	78572
Carcano	Valarie Vanessa	2215 Carla Marie	Edinburg	Tx	78539
Cardenas	Sofia M.	P.O. Box 252	Donna	Tx	78537
Cardenas	Alfonso	1308 S. Juniper	Pharr	Tx	78577
Carrera	Julian "Danny"	300 Solar	Mission	Tx	78574
Carrera	Ashley A.	703 W. 2 Mile Ln.	Mission	Tx	78574
Casares	Estela*	615 S. Oklahoma	Weslaco	Tx	78596
Casares	Monica	615 S. Oklahoma	Weslaco	Tx	78596
Castillo	Jessica M.	566 Marie Dr.	Donna	Tx	78537
Castillo	David R.	569 Marie Dr.	Donna	Tx	78537
Castillo	Maria T.	566 Marie Dr.	Donna	Tx	78537
Castillo	Louis J.	P.O. Box 341	Elsa	Tx	78543
Castillo	Jeremy	P.O. Box 675	Elsa	Tx	78543
Castillo	Genaro*	1707 mobile St.	McAllen	Tx	78501
Castillo-Perez	Nora Lisa	P.O. Box 675	Elsa	Tx	78543
Castro	Ruth	P.O. Box 1653	Elsa	Tx	78543
Castro	Susana L.	6852 W. Military Rd.	Mission	Tx	78572
Cavazos	J.*	1905 Pelican Ave.	McAllen	Tx	78501
Cavazos	Alejandra	1491 W. International #2	Weslaco	Tx	78596
Cazares	Carmen	6608 Azul Ln.	Pharr	Tx	78577
Cervantez	Elizabeth M	P.O. Box 1453	Weslaco	Tx	78599

HCDP
Election Judges and Clerks
Database

Last Name	First Name	Mailing Address	City	State	Zip
Chapa	Guadalupe	P.O. Box 1017	Pharr	Tx	78577
Chavez	Irma	Box 3605	Alamo	Tx	78516
Chavez	Irma	741 Ellis Box 3605	Alamo	Tx	78516
Cisneros	Blanca	P.O. Box 1323	Elsa	Tx	78543
Codina	Daniel V.	413 N. 6th St.	McAllen	Tx	78501
Contreras	Mary L.	2400 South 26th	McAllen	Tx	78503
Cordova	Norman	121 S. 8th	Donna	Tx	78537
Cruz	Manuel A.	3102 Monterre St.	Hidalgo	Tx	
Cuellar	Paul	3605 Northwestern	McAllen	Tx	78504
Davila	Belsy C.	6504 Charro St.	Mission	Tx	78574
De La Rosa	Minerva	1215 A Chris Circle	Edinburg	Tx	78539
de la Garza	E. "Kika"	608 Wisteria	McAllen	Tx	78504
de la Rosa	Buddy	1210 Haclenda Del Sol	Weslaco	Tx	78596
De Leon	Maricela	Rt. 16 Box 439-7	Edinburg	Tx	78539
De Leon	Maricela	6302 Jo Din Drive	Edinburg	Tx	78539
De Luna	Jennifer	130 Russel Court	Hidalgo	Tx	78557
Del Bosque	Yolanda	1117 No. 22nd St.	McAllen	Tx	78501
Delgado	Micaela	P.O. Box 717	Edcouch	Tx	78538
Diaz	Denise	1217 Montemayor Ln.	Edinburg	Tx	78539
Diaz	Abigail	P.O. Box 641	La Blanca	Tx	78558
Dougherty	Janelle	128 E. Vine	McAllen	Tx	78501
Dougherty	Fafael	128 E. Vine	McAllen	Tx	78501
Escobedo	Eliasar	1500 N. Glasscock Rd.	Mission	Tx	78572
Espinoza	Brado Rene	3601 Yvette Dr	Pharr	Tx	78577
Espinoza	Lucerito	3001 Hermosillo	Weslaco	Tx	78596
Espinoza	Sylvia*	3001 Hermosillo	Weslaco	Tx	78596
Espinoza	Magda*	Rt. 6 Box 541 F	Weslaco	Tx	78596
Fernandez	Ruby A.	P.O. Box 520	Edcouch	Tx	78538
Field	Jackie*	P.O. Box 3927	McAllen	Tx	78502
Flores	Esperanza L.	2313 Sandstone Dr.	Mission	Tx	78574
Flores	Gerardo Sr.	2400 La Paloma Dr.	Palmview	Tx	78572
Franco	Dahlia L.	1112 Orange St	Mercedes	Tx	78570
Fuentes	Mercedes M.	505 So. 28th St.	McAllen	Tx	78501
Garay	Edgar	2006 Cedar St.	Denitas	Tx	78576
Garcia	Edna	Box 2901 / 503 E. Bowie	Alamo	Tx	78589
Garcia	Cristy	P.O. Box 3956	Edcouch	Tx	78538
Garcia	Adan	2605 Naranja Drive	Mission	Tx	78574
Garcia	Mericelda*	1201 Ash Dr.	Mission	Tx	78572
Garcia	Gerardo R.*	P.O. Box 200	Pharr	Tx	78577
Garcia	Monica*	6608 Azul Ln.	Pharr	Tx	78577
Garcia	Flor E.	P.O. Box 1191	San Juan	Tx	78589
Garcia	Julio	P.O. Box 5073	McAllen	Tx	78501
Garcia	Imelda	1408 Hooper St.	San Juan	Tx	78589
Garcia	Rolando*	603 N. Esperanza	Pharr	Tx	78577
Garcia	Ercilia Z.	P.O. Box 200	Pharr	Tx	78577
Garcia	Albert	113 Rio Grande Drive	Mission	Tx	78572
Garcia	Romeo J.	P.O Box 35	Linn	Tx	78563
Garcia	Javier	2811 Guajillo	Edinburg	Tx	78541
Garcia	Ricardo	133 East 17th	Mercedes	Tx	78570
Garcia	Dalila A.	222 W. University Dr	Edinburg	Tx	78539
Garcia	Mario T.	731 W. 10th	Mercedes	Tx	78570
Garcia	Angelica	P.O. Box 35	Linn	Tx	78563
Garcia	Leticia	5510 N. Cage	Pharr	Tx	78577
Garcia	Sandra Denise	109 E. Baylor	McAllen	Tx	78504
Garcia	Joel	713 Melos Ln.	Palmview	Tx	78574
Garcia	Letty	1717 Pebble Dr	Mission	Tx	78574
Garcia	Irma	3508 North Shary Road	Palmhurst	Tx	78573
Garza	Jacqueline M.	2606 Torreon St.	Hidalgo	Tx	78557
Garza	Juanlino	P.O. Box 141	Linn	Tx	78563

HCDP
Election Judges and Clerks
Database

Last Name	First Name	Mailing Address	City	State	Zip
Garza	Eleanor	301 E. La Vista #36	McAllen	Tx	78501
Garza	Rumaldo Jr.	2538 lindberg	McAllen	Tx	78501
Garza	Jaime E.	13295 Virginia	Mercedes	Tx	78570
Garza	Elena	P.O. Box 1291	Mission	Tx	78573
Garza	Teresa R.	8400 North Doffing Rd.	Mission	Tx	78574
Garza	Daniel E.	3505 Cognac Dr.	Pharr	Tx	78577
Garza	Marla E.	4600 N. Minnesota Rd.	Mission	Tx	78574
Garza	Santos Graciela	6568 S. Fm 494	Mission	Tx	78572
Garza	Aimee	6688 El Camino real	Mission	Tx	78572
Garza	Rafael "Ralph"	6667 El Camino Real	Granjeno	Tx	78572
Garza*	Gloria	6688 El Camino real	Mission	Tx	78572
Garza, 111	Luciano "Chano" S.	3515 Pecan Grove	Weslaco	Tx	78596
Garza-Uresti	Rita	1005 E. Veteran's Blvd.	Palmview	Tx	78572
Gaytan	Kristian	604-Horizon Peak #4	Edinburg	Tx	78539
Gil	Rolando	1912 Barreda Cir		Tx	
Gomez	Iris	4117 Margarita St.	Edinburg	Tx	78542
Gomez	Ada	103 Amy Drive	San Juan	Tx	78589
Gonzalez	San Juanita N.	P.O. Box 831	Edinburg	Tx	78540
Gonzalez	Gloria*	3614 N. 40 ln.	McAllen	Tx	78501
Gonzalez	Yolanda	6828 C St.	Mercedes	Tx	78570
Gonzalez	Pauline	P.O. Box 254	Pharr	Tx	78577
Gonzalez	Blanca Estela	702 Alameda St.	San Juan	Tx	78589
Gonzalez	Corina	201 Cougar St.	San Juan	Tx	78589
Gonzalez	Israel*	806 W. Sam Houston	San Juan	Tx	78589
Gonzalez	Mary D.	806 W. Sam Houston	San Juan	Tx	78589
Gower	Stephanie	1500 N. Sugar Rd.	Pharr	Tx	78577
Gower	John-Davis	1500 N. Sugar Rd.	Pharr	Tx	78577
Gower	Leslie	712 Walnut	McAllen	Tx	78501
Granados	Francisca	921 N. Iowa Ave	Weslaco	Tx	78596
Green	Hilda R.	403 S. Cynthia	McAllen	Tx	78501
Guajardo	Ruben "Chano"	1930 Royal Palm Dr	Mercedes	Tx	78570
Guajardo	Eleazar	3611 Yvette Drive	Pharr	Tx	78577
Guerra	Richard J.	39830 N. Hwy. 281	Edinburg	Tx	78542
Guerra	Irma Leticia	701 E. Chicago	McAllen	Tx	78501
Gunter	Christina G.*	321 East Hawk Ave.	Pharr	Tx	78577
Gutierrez	Diana	Box 4006	Alamo	Tx	78516
Gutierrez	Yolanda	P.O. Box 1340	Hidalgo	Tx	78557
Gutierrez	Jose M.	3008 La Vista Ave	McAllen	Tx	78501
Gutierrez	Anneth I.	1621 Rose Wood	Mission	Tx	78574
Guzman	Henrietta	207 E. Jackson Ave	McAllen	Tx	78501
Guzman	Francisco J.	P.O. Box 335	San Juan	Tx	78589
Hart	Charls	P.O. Box 4945	Palm	Tx	
Hearn	Kathryn*	208 W. Fern Ave	McAllen	Tx	78501
Henriquez	Yezenia	107 W. Alice St.	Harlingen	Tx	78550
Henry	Ashlee	12418 Shary Rd	Mission	Tx	78573
Hernandez	Albert	3015 Walnut Ave.	McAllen	Tx	78501
Hernandez	Manuel	1101 So. 1st	McAllen	Tx	78501
Hernandez	Ofelia T.	2120 Diaz Ave	McAllen	Tx	78503
Hernandez	Alejandro R.	3416 La Vista	McAllen	Tx	78501
Hernandez	Martin	6402 E. St.	Mercedes	Tx	78570
Hernandez	Elizabeth	2319 Paris St.	Mission	Tx	78574
Hinojosa	Abel	1310 E. Samano	Edinburg	Tx	78541
Hinojosa	Maria Luisa	807 South Illinois Ave.	Weslaco	Tx	78596
Hinojosa-Martinez	Junaita	300 N. Liberty	Weslaco	Tx	78596
Ibarra	Olga	3012 S. Garza St.	Edinburg	Tx	78539
Jackson	Stephanie	723 Royale Ln.	Alamo	Tx	78589
Jackson	Carmen R.*	608 Heron Ave.	McAllen	Tx	78504
Jilpas	Imelda*	3201 Melissa St.	Mercedes	Tx	78570
LaVigne	James W.	2301 N. Abram Rd #536	Mission	Tx	78572

HCDP
Election Judges and Clerks
Database

Last Name	First Name	Mailing Address	City	State	Zip
Leal	Alyssa	P.O. Box 749	Elsa	Tx	78543
Leal	Mario R.	1017 N. 20th St	McAllen	Tx	78501
Ledesma	Lilia	1406 W. Jonquil	McAllen	Tx	78501
Lomas	Mercedita	903 Miguel Hidalgo	San Juan	Tx	78589
Longoria	Eudelia	901 N. 27 1/2	McAllen	Tx	78501
Longoria	Oscar	5314 W. Mile 5 Rd.	Mission	Tx	78574
Lopez	Gloria*	2201 Jeremiah St.	Edinburg	Tx	78542
Lopez	Juanita	620 E Fay	Edinburg	Tx	78539
Lopez	Maria Elena	1202 So. 8th Ave.	Edinburg	Tx	78539
Lopez	Francisco D.*	P.O. Box 86	Hargill	Tx	78549
Lopez	Martin	5439 mile 8 Rd.	Mission	Tx	78574
Lovelace	Richard	6008 N. 36th Ln	McAllen	Tx	78504
Lozano		1041 El Paseo Dr.	Alamo	Tx	78516
Lozano	Esmeralda C.	3501 Audrey Ln.	Edinburg	Tx	78541
Lozano	Nicholas	3501 Audrey Ln.	Edinburg	Tx	78541
Lozano	Alicia	2014 Verdin Ave	McAllen	Tx	78504
Lozano	Aurora	1009 Valley View Dr.	Weslaco	Tx	78596
Lugo	Rosa Maria*	P.O. Box 904	Edinburg	Tx	78540
Luna	Luis C.	1008 South 3rd St.	Edinburg	Tx	78539
Luna	Aurora*	1805 Thornton	Mission	Tx	78572
Luna	Richard	1805 Thornton	Mission	Tx	78572
Maldonado	Jennifer	305 Colonial Ave.	Donna	Tx	78537
Maldonado	Laura	305 Colonial Ave.	Donna	Tx	78537
Maldonado	Juan J.	504 E. Sioux Rd	San Juan	Tx	78589
Manoharan	Yalini	1108 S. Pelling St.	McAllen	Tx	78501
Marler	Janice M.	1607 Sun Street	Mission	Tx	78572
Martinez	Nora	220 N. Jo Beth St.	Alton	Tx	78573
Martinez	Virginia M.	2314 Crestview Dr.	Edinburg	Tx	78539
Martinez	Elisa*	119 Saltillo St.	Edinburg	Tx	78539
Martinez	Jesus R.	2606 Torreon St.	Hidalgo	Tx	78557
Martinez	Susana G.	2100 Camelia	McAllen	Tx	78501
Martinez	Sylvia M.	P.O. Box 394	Weslaco	Tx	78599
Martinez	Juanita	300 N. Liberty	Weslaco	Tx	78575
Martinez	Ricardo "Rick"	4210 Chula Vista	Pharr	Tx	78577
Mata	Antonia R.	1607 Savannah Ave.	McAllen	Tx	78503
McCall	Julio	P.O. Box 4373	Edinburg	Tx	78539
McGurk	Michael	1400 Shay Lane	Edinburg	Tx	78539
Mclane	Maria Luisa	3012 N. 16th St.	McAllen	Tx	78501
Medrano	Valentina	603 Lee Garza St.	Weslaco	Tx	78596
Mendez	Mary Lou	109 W. Adkins St	Edcouch	Tx	78538
Mexicano	Mark	2313 E. Kantunil Ave	Alton	Tx	78573
Miranda	Rosemary	1202 W. Maple Ave	McAllen	Tx	78501
Montemayor	Olivia	1217 Monterrey Ln.	Edinburg	Tx	78541
Montemayor	Herlinda*	2901 E. Hwy 281	Hidalgo	Tx	78557
Montemayor	Jose T.*	1419 Perkins Ave.	Mission	Tx	78572
Montemayor	Maria L.	1419 Perkins Ave.	Mission	Tx	78572
Montoya	Hugo A.	P.O. Box 702	Mission	Tx	78572
Moreno	Mario J.	566 Marie Dr.	Donna	Tx	78537
Moreno	Renee Jolie	3203 Paleta St.	Donna	Tx	78537
Moreno	Daniel	3907 Aggassi Drive	Weslaco	Tx	78596
Morrison	Josefina V.	P.O. Box 720994	McAllen	Tx	78504
Mungia	Susana	919 Azalia Street	Hidalgo	Tx	78557
Narvaez	Andy	1010 S. Hulsack	Pharr	Tx	78577
Nichols	Christopher M.	2018 N. Shary Rd.	Mission	Tx	78572
Nino	Celia	1124 So. 16	Edinburg	Tx	78539
Nino	Martha	2526 Colbath Rd.	McAllen	Tx	78503
Noyola	Rachel H.*	2220 Camellia	McAllen	Tx	78501
Ochoa	Lorie	2204 N. H Street	McAllen	Tx	78501
Ojeda	Veda	1800 Juniper St. Apt 3	Pharr	Tx	78577

HCDP
Election Judges and Clerks
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Last Name	First Name	Mailing Address	City	State	Zip
Olivarez	Elisa Y.	4309 Ira Rd.	Mission	Tx	78574
Olivarez	John M.	4203 Rio Grande Ln.	Mission	Tx	78574
Olivarez	Oscar E.	4309 Ira Rd.	Mission	Tx	78574
Olivarez	Samantha	414 N. Esperanza	Pharr	Tx	78577
Oropez	Rey	1405 La Cienga	Weslaco	Tx	78596
Ortiz	Lilia	2228 Lusby St.	Mission	Tx	78574
Pena	Eric		Edinburg	Tx	78541
Pena	Aron L.	1418 S. 13th St.	Edinburg	Tx	78539
Pena	John	102 West 10th Street	La Joya	Tx	78560
Pena	Aron	1418 S. 13th St	Edinburg	Tx	78539
Peralez	Hector	1707 mobile St.	McAllen	Tx	78501
Perez	Julian	1918 N. Monmack	Edinburg	Tx	78539
Perez	Nora C.	P.O. Box 675	Elsa	Tx	78543
Perez	Guadalupe M.	P.O. Box 8022	Hidalgo	Tx	78557
Perkins	Elizabeth A.	516 East Vine	McAllen	Tx	78501
Quintanilla	Guadalupe	1818 E. Main Ave	Alton	Tx	78573
Quintanilla	Consuelo	P.O. Box 6249	McAllen	Tx	78501
Ramirez	Ramiro Jr.	3112 W. Chapin Rd.	Edinburg	Tx	78539
Ramirez	Zoila	1012 So. 3rd Ave	Edinburg	Tx	78539
Ramirez	Rosalinda*	510 Countryside Dr.	Weslaco	Tx	78596
Ramirez	Guadalupe "Lupita"	602 East 1st	Mission	Tx	78572
Ramirez	Rosalinda	510 Countryside	Weslaco	Tx	78596
Ramos	Marisol	1410 Morgan Blvd #405	Harlingen	Tx	78550
Ramos	Sylvia	1029 Perez	Mission	Tx	78572
Ramos	Noella*	2917 Hermosillo	Weslaco	Tx	78596
Ramos	Justine	2917 Hermosillo	Weslaco	Tx	78596
Rangel	Joe R.	1301 E. McIntyre	Edinburg	Tx	78541
Rangel	Maria de la cruz	1952 S. 36st	McAllen	Tx	78501
Raya	Esmeralda	P.O. Box 3903	Mission	Tx	78573
Rebeles	Erika E.	3112 N. Sugar Rd.	Edinburg	Tx	78541
Regalado	Maria S.	506 Woodland	Pharr	Tx	78577
Reyes	Irma I.	902 Sunset St.	San Juan	Tx	78589
Reyna	Jose Luis A.	5245 Main St. apt A.	Donna	Tx	78537
Reyna	Maria Elva	1117 Oblate	Mission	Tx	78572
Reyna	Wadhawan M.	3401 Santa Fe	Mission	Tx	78572
Rickers	Emily S.	1006 N. 5th St.	McAllen	Tx	78501
Riojas	Irene	1617 Ebony Ave.	McAllen	Tx	78501
Rivas	Hermila L.	2213 Royal Palm Drive	Mission	Tx	78572
Rivera	Garesila*	813 S. Alton Blvd	Alton	Tx	78573
Rocha	Lisa Marie	315 E. 2nd St.	San Juan	Tx	78589
Rocha	Santos M.	315 E. 2nd St.	San Juan	Tx	78589
Rodriguez	Elma L.*	309 N. 9th St. Apt 418	Alamo	Tx	78516
Rodriguez	Marina A.	309 N. 9th St. Apt 418	Alamo	Tx	78516
Rodriguez	Oralia C.	4816 N. 4th St.	McAllen	Tx	78502
Rodriguez	Salomon Jr.	4816 N. 4th St.	McAllen	Tx	78502
Rodriguez	Alejandra*	P.O. Box 2815	Mission	Tx	78573
Rodriguez	Veronica	6840 Barnett	Mission	Tx	78573
Rodriguez	San Juanita*	1320 S. Standard	San Juan	Tx	78589
Rodriguez	Irma	801 E. Plaza St.	Weslaco	Tx	78596
Rodriguez	Paul R.	4401 South "H" Street	McAllen	Tx	78503
Rodriguez	Eric Gilbert	1101 Whitewing Avenue	McAllen	Tx	78501
Roman	Magdalena	311 N. Colorado	Weslaco	Tx	78596
Roman	Cristina	1505 Janie St.	Weslaco	Tx	78596
Rosales	Alda	2800 W. Loop 374	Palmview	Tx	78572
Rosales	Eusebio	2800 W. Loop 374	Palmview	Tx	78572
Ruiz	J. Edgar	1211 East Texas	San Juan	Tx	78589
Ruiz	Luisa	1711 Palazzo Dr	Mission	Tx	78572
Ruppert	G. William*	4501 N. 3rd St.	McAllen	Tx	78504
Salas	Mary Ann	3000 N. 1st Street	McAllen	Tx	78501

HCDP
Election Judges and Clerks
Database

Last Name	First Name	Mailing Address	City	State	Zip
Salazar	Christian	13704 N. Hwy 281	Edinburg	Tx	78541
Salazar	Natali	13704 N. Hwy 281	Edinburg	Tx	78541
Salazar	Maria C.	201 E. Jackson Ave.	McAllen	Tx	78501
Salazar	Ramiro E.	201 E. Jackson Ave.	McAllen	Tx	78501
Saldana	Herminia V.	2117 Diaz Ave	McAllen	Tx	78503
Saldana	Jose C.	2114 Diaz	McAllen	Tx	78503
Salinas	Arturo Jr.	P.O. Box 369	Los Ebanos	Tx	78565
Salinas	Nedia	220 S. 25th St. Apt 6	Edinburg	Tx	78541
Salinas	Estela S.	2712 Fir	McAllen	Tx	78501
Salinas	Jorge H.	523 W. 3rd	Elsa	Tx	78543
Salinas	Roberto	1512 Magdalena St.	Mission	Tx	78572
Salinas, Jr.	Eliseo "Tito"	2601 Austin Avenue	McAllen	Tx	78501
Salinas-Flores	Laura	421 N. 12th St	Donna	Tx	78537
Samudio	Emma R.*	317 N. Liberty	Weslaco	Tx	78596
Sanchez	Jr	13 Ash St.	Mercedes	Tx	78570
Sanchez	Stella	507 W. Atlol	San Juan	Tx	78589
Sanchez	Graciela	114 N. Republic	Weslaco	Tx	78596
Sanchez	Inocencia	114 N. Republic	Weslaco	Tx	78596
Sanchez	Graciela	114 N. Republic	Weslaco	Tx	78596
Sanchez-Juarez	Carol*	1116 S. Pekins	McAllen	Tx	78501
Sandoval	Denise	1415 W. Bryan Blvd.	Alton	Tx	78573
Sarmiento	Marlen S.*	2117 Diaz Ave	McAllen	Tx	78503
Sarrge	Dennis	P.O. Box 5482	McAllen	Tx	78502
Sauceda	Eliseo	130 Prosperity Drive	Mercedes	Tx	78570
Segura	Fernando	6538 S. 494	Mission	Tx	78572
Serna	Joann	1304 Colosio Ln.	Mission	Tx	78572
Serna	Herminia C.	600 S. Bridge Ave Lot 612	Weslaco	Tx	78596
Shawn	Dolores	120 W. Leaky	Pharr	Tx	78577
Singleterry, Jr.	Daniel	616 South 23rd	Weslaco	Tx	78537
Sloss	Teresa	1512 Scotty	San Juan	Tx	78589
Smith	C. Howdy	468 Tampico St.	Weslaco	Tx	78596
Smith	Howdy C.*	468 Tampaco St.	Weslaco	Tx	78596
Smith	Howdy	468 Tampico Street	Weslaco	Tx	78596
Solis	Bessly	1115 500th 13th Ave	Edinburg	Tx	78539
Solis	Elida C.	2009 Cypress Dr.	Edinburg	Tx	78539
Solis	Isreal Jr.	470 S. 21st	Edinburg	Tx	78549
Solo	Julissa	3035 Scotland Dr.	Edinburg	Tx	78539
Tallabas	Hilario "Layo"	3215 Las Palmas Dr	Mission	Tx	78572
Tamez	Maria*	P.O. Box 1018	Elsa	Tx	78543
Tamez	Michael	P.O. Box 1018	Elsa	Tx	78543
Thompson	James P.*	1500 N. Sugar Rd.	Pharr	Tx	78577
Tijerina	Alicia	1221 N. 26th	McAllen	Tx	78501
Torres	Melissa M.	503 N. 84th St.	Edinburg	Tx	78542
Torres	Carlos N.	503 N. 84th St.	Edinburg	Tx	78542
Treji	Lupe	1502 Betty Dr.	Mission	Tx	78572
Trevino	Teodora	1401 So. 16th St.	Edinburg	Tx	78539
Trevino	Thomas N.	1323 S. 17th Ave	Edinburg	Tx	78539
Trevino	Sonia M.	1901 Royal Palm Dr.	Mission	Tx	78572
Trevino Jr.	Eloy L.	722 West Hackberry	McAllen	Tx	78501
Valdez	Cynthia*	605 N. 84th St.	Edinburg	Tx	78542
Valdez	Diana A. *	P.O. Box 1158	Elsa	Tx	78543
Valdez	Terry	602 Countryside Dr.	Weslaco	Tx	78596
Valdez	Robert	602 Countryside Dr.	Weslaco	Tx	78596
Vallejo	Gloria	523 W. Kohala Ave	Alton	Tx	78573
Vallejo	Gloria	P.O. Box 3903	Mission	Tx	78573
Vasquez	Cecilia	912 Atlanta St.	Edinburg	Tx	78541
Vasquez	Solidad	208 San Felipe	Edinburg	Tx	78539
Vasquez	Sylvia	912 Atlanta St.	Edinburg	Tx	78541
Vasquez	Amy	517 De Leon	Weslaco	Tx	78596

HCDP
Election Judges and Clerks
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Last Name	First Name	Mailing Address	City	State	Zip
Vela	Eric G.	303 rose Marie	Mission	Tx	78574
Vela	Melinda Y.	303 rose Marie	Mission	Tx	78574
Victorino	Jose M.	902 Encarnacion Ln.	Pharr	Tx	78577
Villagran, Jr.	Rosendo "Ross"	3416 Xenops	McAllen	Tx	78504
Villalobos	Laura	2807 Rosalinda	Mission	Tx	78572
Villanueva	Jorge	211 Kennedy St.	Elsa	Tx	78543
Villarreal	Leonardo	1009 Columbia Dr.	Edinburg	Tx	78541
Villarreal	Maria I.	1009 Columbia Dr.	Edinburg	Tx	78541
Villarreal, Jr.	Domingo	P.O. Box 675	Penitas	Tx	78576
Wadhawan	Reyna	3401 Santa Fe	Mission	Tx	78572
Walker	Christina	2401 South Jackson #9	Pharr	Tx	78577
Weisfeld	Rosalie	4801 North 16th Street	McAllen	Tx	78504
Weisfeld- Hinojosa	Johnathan	4801 N. 16th St.	McAllen	Tx	78504
Winkler	Belinda V.	625 N. Bentsen Palm #477	Mission	Tx	78572
Ybarra	Jose J.	6908 C. St.	Mercedes	Tx	78570
York	Beshka	1134 South Ohio	Mercedes	Tx	78570
Young	Juana M.	501 S. Texas 412	Mercedes	Tx	78570
Zapata	Merced A.	405 W. Esperanza Ave.	McAllen	Tx	78501
Zapata	Ramiro	405 W. Esperanza Ave.	McAllen	Tx	78501
Zarate	Basilia S.*	1006 E. Champion St.	Edinburg	Tx	78539
Zavala	Mark	300 S. Mile 2	Edcouch	Tx	78538
Zavala	Isabel P.	209 Amistad Lane	Weslaco	Tx	78596
Zuniga	Thelma	P.O. Box 364	Elsa	Tx	78543
Zurita	Angelita B	2211 Carla Marie Way	Edinburg	Tx	78542
	Gregoria	1508 Coconut Palm	San Juan	Tx	78589

Hidalgo County Republican Party
2011 Submission to Commissioners' Court
Of Republican Election Judges and Alternates

Presiding Judges

6.	*Marilyn Sue Junge, 1402 S. Cage Blvd. #359, Pharr*	*H. 782-7848*		*11/19/45*
8.	*Gerald/Mary Jean Gabbert, 425 Toronto Ave., McA '01*	*H. 682-0480*		*1/11/38*
24.	*See Page 6*			
29.	*Kathleen Manuel, 2103 Carioca, Mission*	*H. 583-1756*		*10/19/42*
37.	*Esther Garcia, 1121 Whitewing, McAllen*	*H. 630-6320*	*C. 512-787-1481*	*9/8/79*
38.	*Jim Ellif, 1706 Toni Ln., Mission 78572*	*H. 956-224-4129*		*7/19/49*
54.	*Martha Carpenter, 1901 Freddy Gonzalez, McAllen '04*	*H. 383-5780*		*8/20/37*
60.	*Beverly Elliott, 101 E. Souix Rd. #1030, Pharr 78577*	*H. 781-3844*		*1/1/34*
62	*Joseph Califa, 329 W. Dove, McAllen 78504*	*C/ 867-1978*		*3/28/52*
63.	*Phil H. Crum, 2223 Red River Dr., Mission 78572*	*H. 519-0299*		*10/27/40*
67.	*Mary Hickman, 2121 Daffodil, McAllen 78501*	*H. 682-3330*		*3/5/34*
71.	*Lorraine Owens, 104 Chaparral Dr., Weslaco.*	*H.. 968-4901*	*C. 975-1082*	*7/4/58*
72.	*Maria Luisa Cavazos 6709 N 22nd Mcallen 78501*	*H.661-0072*	*C. 467-8432*	*12/2/47*
73.	*Ann Greenfield, 217 E. Lark, McAllen 78504*	*H. 630-5166*	*C. 493-5166*	*2/18/55*
74.	*Robert L. Ringler, 3901 Ellis Dr., McAllen 78504*	*H. 380-3147*		*2/2/43*
76.	*See Page 6*			
81.	*Nicholas Novak, 4800 N. Bentsen Rd, McAllen 78504*	*H. 631-3782*		*4/25/43*
83.	*Stephine Lacey, 3102 Granite Ln., Mission 78574*	*H. 583-9445*		*4/28/67*
84.	*Becky Hanshaw, 4324 N. Taylor Rd., McA '74*	*H. 682-6204*	*C. 605-6223*	*6/19/53*
96.	*Janet Roten, 6508 N. 17th St., McAllen 78504*	*H. 687-8346*	*C. 648-6084*	*11/25/58*
101.	Charles W. Hart, 3509 N. Shary Rd., Mission 78572	H. 580-3900		*3/1/51*
102	*William A. Smith, 400 Saturn, Mission 78572*	*H. 584-1691*		*1930*
103.	*Clark Spikes, 1708 Doherty, Mission 78572*	*H. 585-4036*	*C. 821-2703*	*6/16/34*
105.	*Janice McConaha, 505 Steamboat Dr., Edb.*	*H. 380-4356*	*C. 417-459-5113*	*4/11/42*
106	*Cynthia D. Bebon, 102 Ash Cir., Edinburg*	*C. 720-9456*		*6/16/51*
114.	*Dianne Silva, 913 W. 7th St., Weslaco 78596*	*H. 968-7190*	*C. 472-3500*	*7/29/50*
118.	*See Page 6*			
121	*Ella Mae Longpre, 2712 S. International Blvd. #382, Weslaco*	*H. 968-4423*		*3/9/42*
124.	*Lawrence Schneideer, 113 E. Jonquil Ave., McAllen 78501*	*H. 664-1821*		*1/8/38*
125.	*Melissa Beall, 7104 N. 44th St., Msn 78574*	*C. 369-1389*		*9/8/63*
126.	*George Jumbeck, ACC #152, 430 Rexine Dr., Alamo*	*H. 783-6722*		*1/11/33*
129.	*See Page 6*			
130.	*John Webb, 1346 N. Cesar Chavez Rd. #1029, Alamo 78516*	*C. 358-2500*		*7/20/34*
132.	*See Page 6*			
133. ?	*Jose Garcia, 119 Templo Dorado, Mission*	*H. 580-4642*	*C. 467-9326*	*7/7/57*
134	*Michelle Merwin, 1520 Ulex Ave., McAllen '04*	*H. 631-3529*	*C. 929-1288*	*5/20/51*

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FAX NO. :
FROM :

135 ***See Page 6***
143. ***I don't have a Poll List for Precinct 143***

Alternate Judges

1.	Vickie Lyle, 11257 Mi. 2 East, Mercedes	H. 514-0111	C. 246-1043	11/3/59
2	Mary A Thompson, 2823 Pleasant View Dr., Wes.	H. 968-7056	C. 463-8376	5/16/42
3	*Felipa/Greg Gutierrez, P.O. Box 180, Donna*	*H. 464-2497*	*C. 472-1896*	*2/5/47*
4.	Carol Crosby, 645 The Grove #7, San Juan 78589	H. 787-1361		4/11/33
5.	See Page 6			
6.	See Page 1			
7.	See Page 6			
8.	See Page 1			
9.	Pat / Jack Clark, 1240 E. Business Hwy 83, #114, Msn	C. 369-8249 / 8519		3/19/44
11.	No one found			
12.	No one found			
13.	Mary Ann Rios, 2634 Easy Street, Edinburg 78539	H. 686-7931		11/12/39
14.	Katherine Meinen. 1701 Plum, Edinburg 78539	H. 383-2223		11/29/35
15.	*See Page 6*			
16	*Rebecca Johnston, P.O. Box 1271, Elsa 78543*	*C. 647-1767*		*10/2/46*
17.	*Ricardo Hinojosa, P.O. Box 175, Edcouch 78538*	*H. 262-2631*	*C. 457-0257*	*2/8/43*
18.	No one found			
19.	See Page 6			
20.	*Amalia (Molly) Garcia, P.O. Box 98, Hidalgo 78557*	*H. 310-5224*		*4/15/45*
21.	See Page 6			
22.	Rachel Kerr, 715 N. Westgate #87, Weslaco 78596	H. 973-1708		9/12/53
23.	*Jacinta Ponce, 312 N. 7th St, Donna 78537*	*C. 351-1555*		*8/16/40*
24.	See Page 6			
25.	David L. Schmoeller, 301 E. Halls Acres, Pharr	H. 702-1999	C. 217-851/999	*2/17/41*
26.	See Page 7			
27	See Page 7			
28.				
29.	See Page 1			
30.	See Page 7			
31	Richard/Rose Decot, 3425 Club House Rd., Edb	H.318-0774	C.6 14-377-0326	2/29/37
32.	See Page 7			
33.	*Mary Tamez, P.O. Box 1018, Elsa 78543*	*H. 756-7256*		*9/15/56*
34	Sandra Cortinas, 1507 Kerria, McAllen 78501	687-5127		9/10/49
35	*Nelson Perdomo, 520 W. Rosemary, Pharr*	*H. 781-2388*	*C. 358-8875*	*8/19/55*
36	*Lisa de los Sanatos, 1222 S. Gumwood, Pharr*	*H. 782-4499*	*C. 207-7525*	*5/22/77*
37.	See Page 1			
38.	See Page 1			
39	*Cruz Quintana, 207 Santa Fe, San Juan, 78589*	*C. 784-2179*		*2/21/58*

Nov. 13 2006 04:26AM P2
FAX NO. :
FROM :

40.	See Page 7			
41.	See Page 7			
42	See Page 7			
43	See Page 7			
44	See Page 7			
45	*Juan Alvarado, 602 N. 11th St., Donna*	*H. 464-5389*	*C. 792-7766*	*11/2/47*
46.	*Maria Gutierrez, 104 Taylor, Mercedes 78570*		*H. 565-4492*	*4/6/67*
47.	*Roberto Michelena, 5121 W. Bus. Hwy 83, McA 78503*		*H. 631-2465*	*1/15/60*
	(Works for DPS - depends upon work schedule)			
48.	Allan Hohmann, 1600 N. 23rd St, McAllen 78501		C. 956-778-7237	9/7/57
49	*Paul Coronado P.O. Box 5276, McAllen 78501*		*C. 207-1451*	*3/15/76.*
50.	See Page 7			
51.	See Page 7			
52.	Deborah Fischer, 1015 W. Ebony, Edinburg	H. 318-1686	C. 533-6353	7/25/59
53.	*Keith B. Anderson, 214 Marisa Cir., Edinburg*	*H. 3880-3592*	*O. 78703543*	*2/8/44*
54.	See Page 1			
55	Felix Gomez, 2111 Benitez St., Donna 78537		C. 588-5182	1/9/51
56.	Tom Shidler, 810 S. Illinoi Ave, Weslaco 78596		C. 496-3359	9/25/57
57.	See Page 7			
58	*Ralph Torres, 1304 Lantana, Weslaco 78596*		*C. 351-8740*	*10/25/58*
59.	See Page 7			
60.	See Pagee 1			
61.	*Enrique Expinosa, P.O. Box 3404, McAllen 78502*		*H. 702-7462*	*7/6/53*
62.	See Page 1			
63.	See Page 1			
65	*Hugo A. Montoya, P.O. Box 702, Mission 78573*		*C. 776-7118*	*8/3/62.*
65	Corel Robinson III, 506 Cardinal, McAllen 78504		H. 686-4100	8/19/43
66.	See Page 7			
67.	See Page 1			
68	Bernard L. McKinnon, 35100 Lazy Palm Dr., Edb 78541		H. 318-0594	8/20/34
69.	Vitalio Zuniga, 4728 E. Davis, Edinburg 78539		H. 383-1991	10/1/52
70	See Page 8			
71.	See Page 1			
72.	See Page 1			
73	See Page 8			
74.	See Page 1			
75.	See Page 8			
76.	See Page 6			
77.	See Page 8			
78	Jack W. Cotterman, 700 N. Bentsen Dr. #187, Palmview		H. 583*6594	10/24/42
79	See Page 8			
80	No Precinct			
81.	See Page 1			
82.	No Precinct			

Nov. 13 2006 04:26AM P3
FAX NO. :
FROM :

83.	See Page 1			
84.	See Page 1			
85.	See Page 8			
86.	No Precinct			
87 ?	Rebecca Pearl, 732 El Dora Rd., Donna 78537	H. 461-5534		4/25/69
88.	Wyman Cleo Pylant, 1115 S. Maryland St., Alton 78574	H. 585-9966		4/24/39
89.	See Page 8			
90.	See Page 8			
91	Lenore Ortiz, 1538 S. Alamo Rd #1, Alamo 78516	H. 781-8356		10/25/86
92	Jason Lyle, 15146 Campacous, Mercedes 78570	C. 472-3686		3/25/87
93.	No Precinct			
94.	See Page 8			
95.	See Page 8			
96.	See Page 1			
97	Dottie Egger, 2909 N. 43rd St., McAllen 78504	H. 687-9530	C. 821-9452	3/22/36
98.	Edna Farias, 2013 Thornton Ave., Mission 78572	C. 309-5409		9/21/61
99.	Bernardo Flores, 1910 Azalea St., Mission 78573	C. 222-0120		1/23/56
100.	See Page 8			
101.	See Page 1			
102.	See Page 1			
103	See Page 1			
104.	See Page 8			
105.	See Page 1			
106.	See Page 6			
107.	Charlene Kuperel, 1121 El Recreo Cir. #B, Edb.	C. 956-639-3201		2/9/54
	(April is too soon for an exact answer - wants to be on the Early Voting Ballot Board)			
108.	See Page 8			
109	Ingrid C. Duff, 1519 N. Jackson Rd, Edinburg	H. 380-1613	C. 534-6379	7/21/66
110.	See Page 8			
111.				
112.	See Page 8			
113.	Armador/Nancy Leal, 1001 Valley View Dr., Weslaco	H. 968-5701		8/31/42
114.	See Page 1			
115	See Page 6			
116	*Gloria Victorino, 902 Encarnacion, Pharr 78577*	*H. 781-0397*	*C. 239-4171*	*11/11/45*
117.	*None Found*			
118.	See Page 5			
119.	*Marisa Gonzalez, 3239 E. Mi. 15 ½ B, Edinburg 78542*	*C. 292-5857*		*12/2/57*
120				
121.	See Page			
122.	See Page 9			

Nov. 13 2006 04:27AM P4
FAX NO. :
FROM :

123. Mary Lou Stewart, 939 W. Fannin St., Alamo C. 223-9103 H. 979-705-5438 1/28/55
124. See Page 1
125. See Page 1
126. See Page 1
127. Fred Goerna, 717 E. Acacia, (P.O. Box 1045), Alamo 78516 H. 787-2664 3/17/34
128. Judy Adame, 3805 W. Hwy 83, Mission 78572 H. 580-2522 12/15/38
129. See Page 6
130. John Webb, 1346 N. Cesar Chavez Rd. #1028, Alamo C. 358-2500 7/20/34
131 See Page 9
132. See Page 6
133. See Page 6
134. See Page 1
135. See Page 6
136. Hugh Hawkins II, 600 U-V Ave., McAllen 78501 H. 6877-4941 5/2/48
137.
138.
139. Peggy Jane Owens, 309 N. 11th St, McAllen 78501 H. 686-1496 10/3/45
140.
141.
142. See Page 9
143. See Page 6
144.

Nov. 13 2006 04:27AM P5 FAX NO. : FROM :

LIST OF PEOPLE WILLING TO WORK AT A DIFFERENT PRECINCT
CONTACTED AND AGREED UNLESS OTHERWISE NOTED

Presiding Judges

21	**Ralph Torres, 1304 Lantana, Weslaco**		**C. 351=8740**	**10/25/68**
24	**Ian Bowen, 2101 Callililly, Donna 78537**	**H. 464-2915**	**C. 472-7900**	**2/10/76**
76	**Bruce Gallagher, 1901 Glassock Rd, #111, Mission**			**12/6/42**
118	**Gene/Luilla Lusty, 640 The Grove #9, San Juan 78589**		**H. 781-9225**	**9,27 & 30**
129	**George Carpenter, 1901 Freddy Gonzalez, McA**	**H. 383-5780**	**C. 393-8775**	**5/12/35**
132	**Joann Wilson, 2301 N. Abram Rd. #587, Mission (50)**		**C. 358-2454**	**11/28/32**
135	**Monika M. Hawkins, 600 U-V Ave., McAllen '01 (136)**		**H. 687-4941**	**10/14/47**
143	**No Poll List**			

Alternate Judges

1.				
2.				
3.				
4.				
5.				
6.				
7.	Marian Della Maggiora, 205 Shasta Ave, McA '04	H. 687-6257	C. 330-1474	2/21/47
8				
9.	Jack/Pat Clark, 1240 E. Business Hwy 83 #114, Mission (102)		C. 369-8519	11/26/35
10.	Jeanne Marie Smith, 400 Saturn, Mission 78572 (102)		H. 584-1691	1933
11.				
12.				
13.				
14.				
15.	Penny Bradley, 8719 Charles Green Rd., Edcouch 78538		H. 262-3145	11/27/67
16	*Rebecca Johnston, P.O. Box 1271, Elsa 78543*		*C. 647-1767*	*10/2/46*
17.	See Page 2			
18. ?	Martin A. Ortman, Rt. 5, Box 112-B, Edinburg		H. 316-0529	1/24/34
19.	Richard/Dixie Backman, 35100 Lazy Palm Dr., Edb	H. 3803235	C. 279-7432	8/5/27
20.				
21	*Estela Casteneda, P.O. Box 223, Weslaco 78599*		*H. 968-0043*	*11/29/50*
22.				
23.				
24.				
25.				
26.	Alan Wright, P.O. Box 1111, Mission 785723		C. 607-6853	2/24/28
27.	Nancy Marot, 519 Venus, Mission (102)		H. 585-8171	3/19/33
28				
29				

NOV. 13 2006 04:27AM P6
FAX NO. :
FROM :

30.	Chuck/Lou Stewart, P.O. Box 3598, McAllen 78502 (31)	H. 279-4700		5/30/49
31				
32.	Catherine Lyle, 11257 Mi. 2, Mercedes 78570	H. 514-0111		1/23/91
33.				
34.				
35.				
36.				
37.				
38				
39.				
40. R	Tim McAllister, 914 S. Illinois, Weslaco 78596 (111)	C. 369-4883		3/31/71
41. R	James Lyle, Rt. 4, Box 156-E, Mercedes 78570 (32)	H. 514-0111		4/25/89
42.	*Pablo Casteneda, Jr., P.O. Box 223, Weslaco 78596*	*H. 968-0043*		*10/27/48*
43.	*Gilberto Villarreal, P.O. Box 8705, Alamo 78516*	*C. 475-1658*		*12/9/53*
44.	Shirley Kasper, 1345 Cesar Chavez #1201, Alamo	H. 782-6156	C. 960-3068	2/26/40
45				
46.				
47.				
48.				
49.				
50.				
51.	Joe A. Roberts, 2209 Fairway Ct., Mission	H. 583-2852		4/08/40
52.				
53.				
54.				
55.				
56.				
57.	Genevieve Meadows, 99 Lakeview Dr, Mercedes	H. 565-4047	C. 532-9277	7/5/33
58.	Estela Casteneda, P.O. Box 223, Weslaco 78599	H. 968-0043		11/29/50
59.	Debra Lynn Vallescas, 709 Alameda St., San Juan	H. 781-5676		8/22/62
60.				
61.				
62.				
63.				
64				
65				
66.	Maggie McAfee, 4101 Harvey Ave., McAllen 78504	H. 683-9249		9/26/35
67.				
68.				
69				
70.				
71				
72				

Nov. 13 2006 04:28PM P7
FAX NO. :
FROM :

Shirley Webb, 1346 N. Cesar Chavez Rd. #1028, Alamo C. 358-2196 6/19/37

Rudy Johnston, P.O. Box 1271, Elsa 78543 C. 647-1767 8/15/72

Samuel Lyle, 11257 Mi. 2 East, Mercedes 78570 H. 514-0111 12/18/87

Evelyn Johnson, 11917 Acosta Cir., Mission 78574 H. 581-8018 4/2/29
Margo Johnston, P.O. Box 1271, Elsa 78543 5/14/69

Luis Adame, 3805 W. Hwy 83, Mission 78572 H. 580-2522 6/21/57
Enrique Morales, 1216 Xanthisma, McA '04 H/ 992-9660 C/ 451-8234 10/9/46

Larry/Charlott Woodard, 7502 Bogey Dr, Msn. H.584-9073 C. 816-805-2005 8/5/40

William Tehan, 1607 E. Gastel Circle, Mission 78572, 605-3362 (Early vote also)
Pete Salinas, 105 N. First St., (Gilbert Villarreaal' #s # C. 239-3608 6/29/53

Frankie Hawk, 31009 Anacua Cir, Edinburg H. 289-1102 C. 587-1176 1/20/36

Juanita Lookingbill,P.O. Box 2294 Edinburg 78540 (53) H. 383-5117. 12/21/44

Samuel Owens, 104 Chaparral Dr., Weslaco 78596 H. 968-4901 12/27/83

Twila Bradford, 417 N. Sugar Rd, Pharr 78577 H. 781-5133 C. 702-4550 11/8/57

Nov. 13 2006 04:28PM P8
FAX NO. :
FROM :

118.				
119.				
120.				
121.				
122.	Irasema Almazon, 2621 Gardenia, Pharr 78577 (Pct. 6)		C. 227-0172	1/26/89
123.				
124.				
125.				
126.				
127.				
128				
129.				
130.				
131.				
132.				
133.	Don Norby, 7305 Bogey Dr., Mission 78572		H. 583-6976	7/4/35
134.				
135.				
136.				
137				
138.				
139.	Marian Della Maggiora, 205 Shasta, McA 78504	H. 687-6257	C. 330-1474	2/21/47
140.				
141.	*Gloria Victorino, 902 Encarnacion, Pharr*	*H. 781-0367*	*C. 239-4171*	*11/11/45*
142.	Glenn Elliott, 101 E. Sioux Rd. #1030 Parr 78577	(60)	H. 781-3844	12/4/29
143.	Hylda Asomoso, 2908 *N. 9th ST., McAllen 78504*		*H. 687-4678*	*10/6/47*
144				

Nov. 13 2006 04:28PM P9
FAX NO. :
FROM :

AI-27655 **15. D.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

CAPTION

Discussion and approval of Early Voting Sites (dates & times) for March 6, 2012 Primary Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Early Voting Polls

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 08:07 AM
Roland Garcia	Rolando Garcia	07/22/2011 10:25 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Amanda Valdez Started On: 07/20/2011 04:58 PM

Final Approval Date: 07/22/2011

FROM Feb. 20 - Mar. 2, 2012 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

March 6, 2012 –PRIMARY ELECTION

EARLY VOTING SCHEDULE

Dates		Hours
Monday	Feb. 20, 2012	HOLIDAY
Tuesday	Feb. 21, 2012	7:00 A.M. -- 7:00 P.M.
Wednesday	Feb. 22, 2012	7:00 A.M. -- 7:00 P.M.
Thursday	Feb. 23, 2012	7:00 A.M. -- 7:00 P.M.
Friday	Feb. 24, 2012	7:00 A.M. -- 7:00 P.M.
Saturday	Feb. 25, 2012	7:00 A.M. -- 7:00 P.M.
Sunday	Feb. 26, 2012	10:00 A.M. – 3:00 P.M.
Monday	Feb. 27, 2012	7:00 A.M. -- 7:00 P.M.
Tuesday	Feb. 28, 2012	7:00 A.M. -- 7:00 P.M.
Wednesday	Feb. 29, 2012	7:00 A.M. -- 7:00 P.M.
Thursday	Mar. 1, 2012	7:00 A.M. -- 7:00 P.M.
Friday	Mar. 2, 2012	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS

ALAMO SUB
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

ALTON SUB
City Hall
509 S. Alton Blvd.
Alton, TX

DONNA SUB
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG SUB
Elections Annex Bldg
317 N. Closner "REAR"
Edinburg, TX

EDINBURG SUB
UTPA Library
1201 W. University
Edinburg, TX

ELSA SUB
Fire Station
216 E. 4th St.
Elsa, TX

HIDALGO SUB
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA SUB
City Hall
101 N. Leo Ave.
La Joya, TX

MCALLEN SUB
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
McAllen Tax Office
311 N. 15th St.
McAllen, TX

MCALLEN SUB
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
Palmview Comm. Ctr
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
City Hall
400 S. Ohio
Mercedes, TX

MISSION SUB
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
Fire Station #3
1804 N. Shary Rd.
Mission, TX

PALMVIEW SUB
Hidalgo Co. Pct. #3 Pavilion
734 N. Breyfogle Rd.
Palmview, TX

PHARR SUB
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PHARR SUB
Las Milpas Comm. Ctr.
7107 S. Cage
Pharr, TX

PROGRESO SUB
Progreso Comm. Ctr.
Fm 1015 Baker/Malone
Progreso, TX

SAN JUAN SUB
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO SUB
Braught Theatre
525 S. Kansas Ave.
Weslaco, TX

WESLACO SUB
Co. Comm. Pct. #1 Ofc.
1902 Joe Stephens, Ste 101
Weslaco, TX

PALMHURST SUB
Faith Baptist Church
4301 N. Shary Rd.
Palmhurst, TX

EDCOUCH SUB
Fire Station
200 Santa Rosa Ave
Edcouch, TX

DRAFT

****CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION****

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 7/18/2011)

AI-27495 **16. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

CAPTION

A. Nutrition Physical Activity and Obesity Prevention Grant(1292):
1. Approval and acceptance of grant contract #2011-038300 between DSHS and Hidalgo County Health & Human Services WIC Department in the amount of $40,000.00 starting 6/30/11 thru 6/29/12.
2. Approval of certification of revenues as certified by the CountyAuditor for the Nutrition, Physical Activity and Obesity Prevention Grant.
3. Approval of appropriation of funds for the Nutrition, Physcial Activity and Obesity Prevention Grant in the amount of $40,000.00

BACKGROUND

FY2011 DSHS Contract # 2011-038300
Budget Amendment - DSHS Grant

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-014-2-XX

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

BUDGETARY IMPACT:

Appropriation of funds from acceptance of Obesity Prevention Grant into fund 1292 in the amount of $40,000.00.

Attachments

2011 OBESITY GRANT BACK UP
APPROPRIATION
CERT OF REV

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2011
Erika Zamora	Erika Zamora	07/21/2011 09:47 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Margarita Gonzalez Started On: 07/12/2011 05:16 PM

Final Approval Date: 07/22/2011

X

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: 7/26/2011

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 1.1292.441.00.350.014.2.xxx

REVENUE ACCOUNT: 1.1292.331.12.350.014.2.000

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.

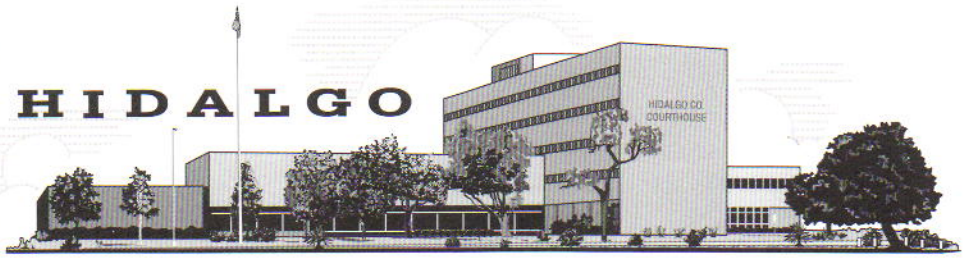
INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
1.1292.441.00.350.014.2.320	Professional Services	12,000
1.1292.441.00.350.014.2.601	Office & Computer Supplies	1,150.00
1.1292.441.00.350.014.2.603	Education/Instruction Supplies	4,000.00
1.1292.441.00.350.014.2.607	Household & Janitorial Supplies	1,695.00
1.1292.441.00.350.014.2.619	Other Misc.Supplies	330.00
1.1292.441.00.350.014.2.661	Minor Office Furn & Equipment	5,690.00
1.1292.441.00.350.014.2.664	Other Minor Equipment	460.00
1.1292.441.00.350.014.2.630	Food	2,000.00
1.1292.441.00.350.014.2.532	Wireless Devices	600.00
1.1292.441.00.350.014.2.535	Postage	50.00
1.1292.441.00.350.014.2.540	Advertising	3,000.00
1.1292.441.00.350.014.2.550	Printing & Binding	3,000.00
1.1292.441.00.350.014.2.581	Travel in County	3,000.00
1.1292.441.00.350.014.2.584	Registration Fees	1,000.00
1.1292.441.00.350.014.2.745	Computer Equipment	1,825.00
1.1292.441.00.350.014.2.811	License & Permits	200.00
	TOTAL FUND BALANCE IMPACT	40,000.00

REASON: Appropriate new grant money.

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
$40,000.00	Nutrition Physical and Obesity Prevention Grant #2011-038300-001

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.

Janie Alvarez

From: Gambrell,Jon (DSHS) [Jon.Gambrell@dshs.state.tx.us]
Sent: Thursday, July 14, 2011 11:58 AM
To: Janie Alvarez
Cc: Ray Eufracio; Marcelina "Becky" Luna; Linda Fong; Arcy Duran
Subject: RE: Grant #2011-038300-001 Nutrition Physical Activity and Obesity Prevention

Good morning, Ms. Alvarez and Mr. Eufracio:

Yes, I can confirm that the Nutrition, Physical Activity and Obesity Prevention contract is intended to be with the Hidalgo County WIC Program. Thank you for this opportunity to clarify this issue.

Please let me know if you have any other questions on concerns.

Sincerely,
Jon

TEXAS Department of State Health Services

Jon Gambrell, Contract Manager
Division for Prevention and Preparedness
Contract Management Unit

512.458.7111 ext 2185
512.458.7391 fax

1100 W. 49th Street, MC 1990
Austin, TX 78756
www.dshs.state.tx.us

From: Janie Alvarez [mailto:juanita.alvarez@auditor.co.hidalgo.tx.us]
Sent: Thursday, July 14, 2011 11:54 AM
To: Gambrell,Jon (DSHS)
Cc: 'Ray Eufracio'; 'Marcelina "Becky" Luna'; 'Linda Fong'; 'Arcy Duran'
Subject: FW: Grant #2011-038300-001 Nutrition Physical Activity and Obesity Prevention

RAY EUFRACIO, CPA
HIDALGO COUNTY AUDITOR
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
E-MAIL: Ray.Eufracio@auditor.co.hidalgo.tx.us
WEBSITE: www.co.hidalgo.tx.us/auditor

AI-27652 **17. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Raul E. Sesin **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

CAPTION

1. Preliminary Approval
   a. Las Comadres Phase 2 Subdivision – Pct. 3 (Carlos Leal)
   b. Brushline Ltd. Subdivision – Pct. 3 (Pat Fletcher)

2. Final Approval
   a. La Capilla Subdivision – Pct. 1 (Ruben Puga)
   b. Reyes Family Subdivision – Pct 4 (Rafael Reyes)
   c. Urbano Villarreal Subdivision –Pct. 3(Urbano Villarreal)
   d. Mile 6 Acres Subdivision – Pct. 1 (Jorge Gonzalez)

3. Final Approval with Financial Guarantee
   a. Acimat Subdivision – Pct. 2 (Veronica Avendano)
   b. Paris Ranches Subdivision – Pct. 1 (Richard Garza)
   c. Riviera Ranches No. 2 Subdivision – Pct. 1 (Richard Garza)

4. Discussion and Possible Action to waive $30 Utility Certificate Fee for Linda Vista Pump Structure electrical meter as requested by Hidalgo County Drainage District No. 1

BACKGROUND

Attachments

Las Comadres Ph. 2; Preliminary
Las Comadres Ph 2; Plat
Brushline, Ltd; Preliminary
Brushline, Ltd; Plat
La Capilla; Final
La Capilla; Plat
Reyes Family; Final
Reyes Family; Plat
Urbano Villarreal; Final
Urbano Villarreal; Plat
Mile 6 Acres; Final
Mile 6 Acres; Plat
Acimat; Final
Acimat; Plat
Paris Ranches; Final

Paris Ranches; Plat
Riviera Ranches Ph 2; Final
Riviera Ranches Ph 2; Plat
Application for electrical meter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 08:06 AM
Olga Garza	Olga Garza	07/21/2011 11:02 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Nora Cavazos Started On: 07/20/2011 04:32 PM

Final Approval Date: 07/22/2011

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **Las Comadres Phase II Subdivision – Pct. 3**
Preliminary Approval

Las Comadres Phase II Subdivision is a eighty one (81) lot subdivision located on the West side of Abram Road approximately 800 feet North of FM 2221.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 23, 2011. The proposed subdivision lies within Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on May 20, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Abram of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

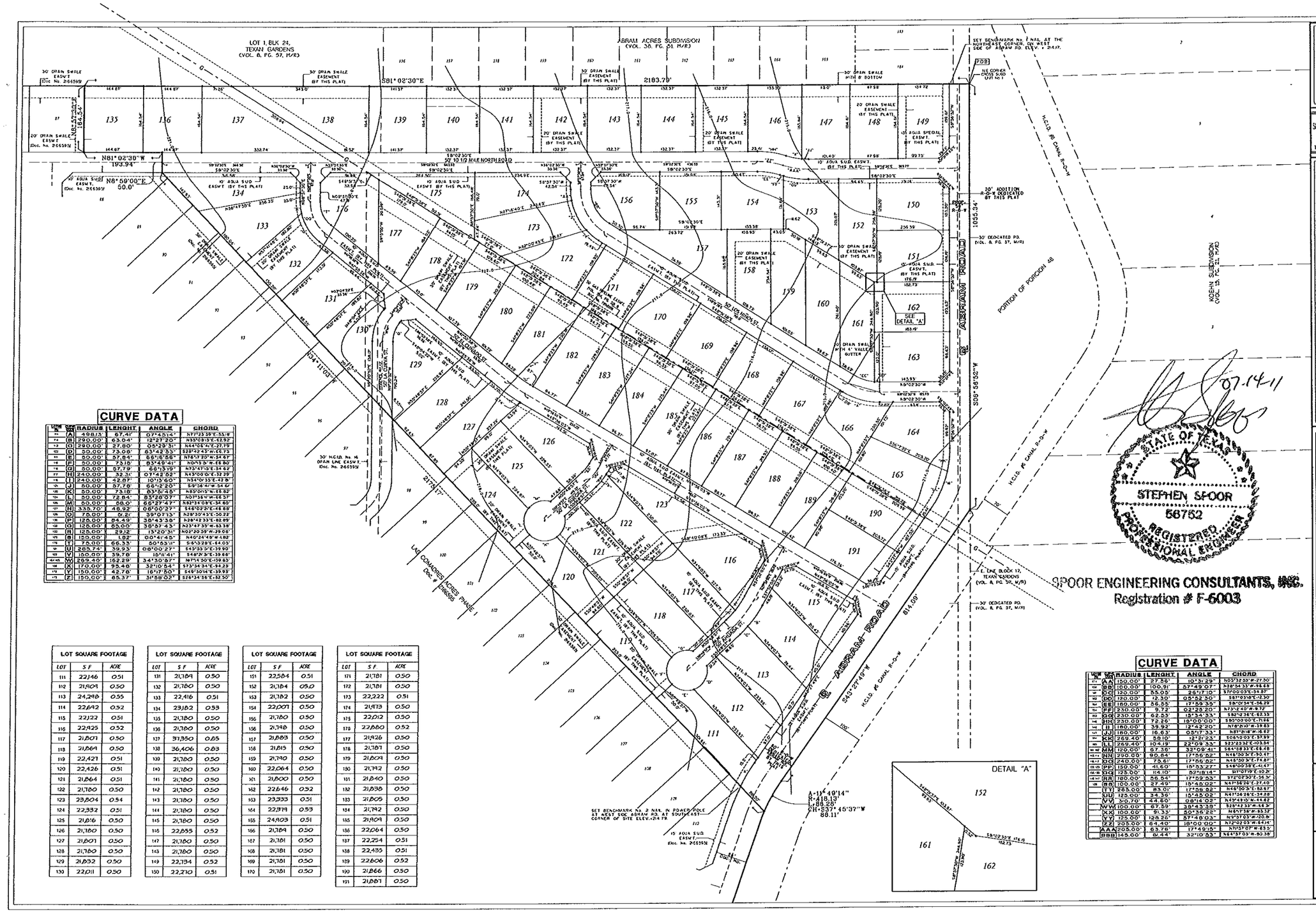
Sanitary Services will be provided by OSSF.

Water Services will be provided by the Agua SUD. There is an existing eight (8) inch waterline on Abram Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **July 19, 2011** subject to staff comments and future recommendations by Planning and other departments.



CURVE DATA

LINE NO.	CURVE NO.	RADIUS	LENGHT	ANGLE	CHORD
1	A	498.15'	67.41'	07°45'14"	N77°23'59"E-55.18'
2	B	290.00'	63.04'	12°27'20"	N83°08'33"E-62.92'
3	C	290.00'	27.80'	05°29'31"	N44°05'41"E-27.79'
4	D	50.00'	73.06'	83°42'53"	S28°42'43"W-66.73
5	E	50.00'	57.84'	66°16'58"	N78°17'20"W-54.67'
6	F	50.00'	73.10'	83°49'41"	N05°53'31"W-66.80'
7	G	50.00'	57.79'	66°13'19"	N73°47'05"E-54.62'
8	H	240.00'	32.21'	07°41'53"	N13°00'02"E-32.19'
9	I	240.00'	42.87'	10°13'60"	N3°40'35"E-42.81'
10	J	50.00'	57.78'	66°12'25"	S9°58'47"W-54.61'
11	K	50.00'	73.16'	83°50'45"	N85°01'51"W-66.82'
12	L	50.00'	72.84'	83°28'09"	N07°36'11"W-66.53'
13	M	50.00'	68.0'	66°27'47"	N83°33'03"E-64.80'
14	N	335.70'	46.92'	08°00'27"	S46°02'26"E-46.88'
15	O	75.00'	9.2'	39°07'13"	N28°30'43"E-50.29'
16	P	125.00'	84.49'	38°43'39"	N38°42'33"E-82.89'
17	Q	125.00'	83.00'	38°37'43"	N33°47'35"W-83.38'
18	R	125.00'	29.12'	13°20'31"	N02°30'39"W-29.06'
19	S	150.00'	1.92'	00°41'45"	N40°24'49"W-1.92'
20	T	75.00'	66.35'	50°63'11"	S6°43'28"E-64.03'
21	U	285.74'	39.93'	08°00'27"	S45°55'5"E-39.90'
22	V	150.00'	59.76'	10°16'41"	S48°04'3"E-59.60'
23	W	269.40'	162.29'	34°30'57"	N7°41'50"E-159.83'
24	X	170.00'	95.48'	32°10'54"	S73°34'24"E-94.23'
25	Y	150.00'	42.76'	16°17'50"	S49°30'14"E-39.93'
26	Z	150.00'	85.37'	31°58'02"	S26°34'36"E-82.50'

CURVE DATA

LINE NO.	CURVE NO.	RADIUS	LENGHT	ANGLE	CHORD
1	AA	150.00'	27.56'	10°31.29"	N05°32.05"W-27.50'
2	BB	100.00'	100.91'	57°49.07'	N28°54.33"W-98.69
3	CC	120.00'	55.05'	26°17.10"	S77°00.05"E-54.57'
4	DD	120.00'	12.30'	05°52.30"	S87°03.05"E-12.30'
5	EE	180.00'	56.55'	17°59.35"	S8°05'54"E-56.29'
6	FF	230.00'	9.72'	02°25.20"	N73°42'40"E-9.72'
7	GG	230.00'	62.65'	15°36.35"	S82°42'36"E-62.33
8	HH	230.00'	72.26'	18°00.00"	S80°00'00"E-71.96
9	II	180.00'	39.92'	12°42.20"	N78°20'0"W-39.83
10	JJ	180.00'	16.63'	05°17.33"	N81°01'W-16.62'
11	KK	269.40'	59.10'	12°21.23"	S06°03'03"E-59.99
12	LL	269.40'	105.19'	22°09.33"	S23°23.2'E-103.54
13	MM	120.00'	67.36'	32°09.41"	S64°58.23"E-66.48
14	NN	290.00'	90.84'	17°56.82"	N48°05'5"E-90.47'
15	OO	240.00'	75.61'	17°56.82"	N48°05'3"E-74.87'
16	PP	130.00'	41.60'	18°33.27"	S48°05'3"E-41.47'
17	QQ	125.00'	114.10'	52°18.14"	S17°07'9"E-110.3'
18	RR	180.00'	56.54'	17°59.55"	S72°07'5"E-56.30'
19	SS	100.00'	27.49'	15°45.02"	N47°56'26"E-27.40
20	TT	285.00'	83.01'	17°56.82"	N48°05'5"E-82.67'
21	UU	125.00'	34.36'	15°45.02"	N47°56'26"E-34.28
22	VV	300.70'	44.60'	08°14.02"	N49°45'0"W-44.62
23	WW	100.00'	67.59'	38°43.38"	S28°42'33"W-66.3
24	XX	100.00'	91.33'	50°36.22"	N65°7'38"W-88.32
25	YY	125.00'	128.26'	57°48.03"	N59°57'0"W-122.8
26	ZZ	205.00'	64.40'	18°00.00"	N72°02'0"W-64.14
27	AAA	205.00'	63.76'	17°49.15"	N71°51'0"W-63.5
28	BBB	145.00'	61.44'	32°10.53"	S64°57'0"E-60.38'

LOT SQUARE FOOTAGE

LOT	S.F.	ACRE
111	22,146	0.51
112	21,801	0.50
113	24,298	0.55
114	22,842	0.52
115	22,122	0.51
116	22,925	0.52
117	21,801	0.50
118	21,864	0.50
119	22,421	0.51
120	22,426	0.51
121	21,864	0.51
122	21,780	0.50
123	23,804	0.54
124	22,332	0.51
125	21,816	0.50
126	21,780	0.50
127	21,801	0.50
128	21,780	0.50
129	21,832	0.50
130	22,011	0.50

LOT SQUARE FOOTAGE

LOT	S.F.	ACRE
131	21,789	0.50
132	21,780	0.50
133	22,416	0.51
134	23,182	0.53
135	21,780	0.50
136	21,780	0.50
137	37,350	0.85
138	36,406	0.83
139	21,780	0.50
140	21,780	0.50
141	21,780	0.50
142	21,780	0.50
143	21,780	0.50
144	21,780	0.50
145	21,780	0.50
146	22,855	0.52
147	21,780	0.50
148	21,780	0.50
149	22,134	0.52
150	22,270	0.51

LOT SQUARE FOOTAGE

LOT	S.F.	ACRE
151	22,584	0.51
152	21,184	0.5.0
153	21,782	0.50
154	22,007	0.50
155	21,780	0.50
156	21,748	0.50
157	21,883	0.50
158	21,815	0.50
159	21,790	0.50
160	22,064	0.50
161	21,800	0.50
162	22,646	0.52
163	23,333	0.51
164	22,979	0.53
165	24,903	0.51
166	21,784	0.50
167	21,781	0.50
168	21,781	0.50
169	21,781	0.50
170	21,781	0.50

LOT SQUARE FOOTAGE

LOT	S.F.	ACRE
171	21,781	0.50
172	21,781	0.50
173	22,222	0.51
174	21,973	0.50
175	22,012	0.50
176	22,880	0.52
177	21,926	0.50
178	21,781	0.50
179	21,804	0.50
180	21,792	0.50
181	21,840	0.50
182	21,838	0.50
183	21,805	0.50
184	21,792	0.50
185	21,809	0.50
186	22,064	0.50
187	22,254	0.51
188	22,435	0.51
189	22,806	0.52
190	21,866	0.50
191	21,881	0.50

SPOOR ENGINEERING CONSULTANTS, INC.
Registration # F-6003

Prepared by
SPOOR ENGINEERING CONSULTANTS Inc
202 South 4th. Street
McALLEN, TEXAS 78501
TEL 956 631 0100 FAX 956 631 0108

NAME OF PLAN
SUBDIVISION PLAN

LAS COMADRES ACRES PHASE II
PROJECT
HIDALGO COUNTY, TEXAS

DATE: March - 31 -2011
SCALE: 1" = 100'
DRAWING BY:
FB

SHEET NUM.
S2

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **Brushline Ltd. Subdivision – Pct. 3**
Preliminary Approval

Brushline Ltd. Subdivision is a eighty four (84) lot subdivision located on the East side of Brushline Road approximately ½ mile North of FM 2221.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 22, 2011. The proposed subdivision lies within Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on April 4, 2011. The proposed subdivision plat will dedicate fifteen (15) feet on Brushline Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by the Agua SUD. There is an existing eight (8) inch waterline on Brushline Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa on July 14, 2011. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **July 19, 2011** subject to staff comments and future recommendations by Planning and other departments.

SUBDIVISION PLAT OF
BRUSHLINE LTD. SUBDIVISION

A 52.28 acre tract of land being all of Lots 105, 108, 109, 110, and Lot 111, Nick Doffing Subdivision, No. 1, as recorded in Volume 5, Page 24, Map Records, Hidalgo County, Texas, also being those certain tracts described in General Warranty Deed recorded in Document # 2099983, Official Records, Hidalgo County, Texas, also being that certain sixty foot (60.00') canal Right-of-Way crossing said Lots 105, 108, 109, and 110, Nick Doffing Subdivision, No. 1, described in Special Warranty Deed recorded in Document ©2195021, Official Records, Hidalgo County, Texas

DATE: FEBRUARY 7, 2011

SCALE IN FEET: 0 100 200 300

SCALE: 1"----- 100'

ENGINEER: R.E. Garcia

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

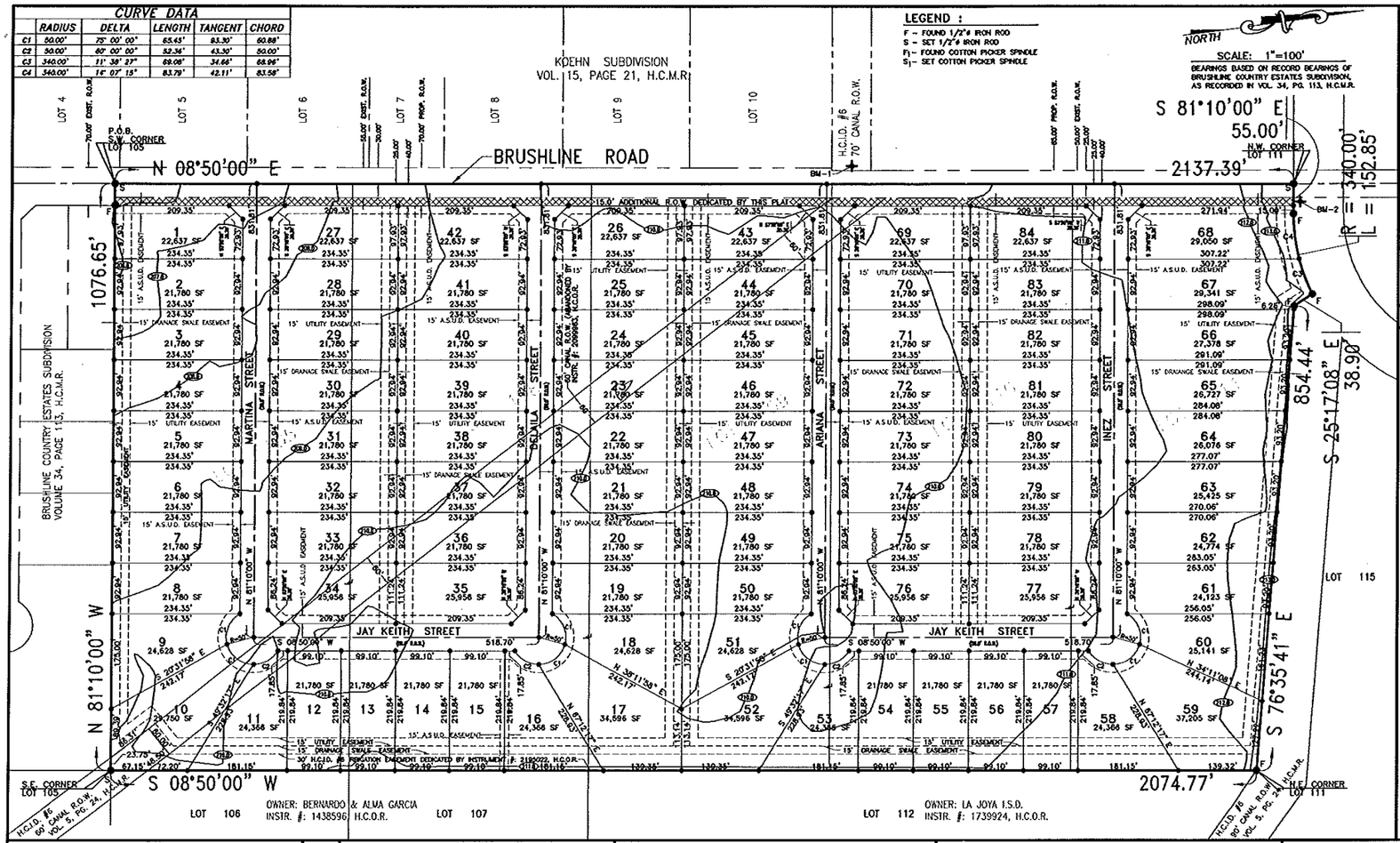
REVISION NOTES

No.	Sheet	REVISION	Date	Approved

CURVE DATA

	RADIUS	DELTA	LENGTH	TANGENT	CHORD
C1	50.00'	75° 00' 00"	65.45'	83.30'	60.88'
C2	50.00'	60° 00' 00"	52.36'	45.30'	50.00'
C3	340.00'	11° 38' 27"	69.08'	34.66'	68.96'
C4	340.00'	14° 07' 15"	83.79'	42.11'	83.58'

LEGEND :
F - FOUND 1/2"# IRON ROD
S - SET 1/2"# IRON ROD
F)- FOUND COTTON PICKER SPINDLE
S)- SET COTTON PICKER SPINDLE



PLAT NOTES & RESTRICTIONS:

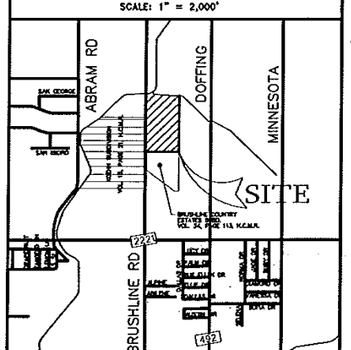
1. FLOOD ZONE DESIGNATION:
FLOOD ZONE DESIGNATION ZONE "X"
AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0280 D
EFFECTIVE DATE: JUNE 6, 2000
COMMUNITY-PANEL NO. 480334 0280D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR DESCRIBES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION SHALL BE IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 AS AMENDED, 80FT MINIMUM HEIGHT.
2. NO WORK WITH ONE-FAMILY DETACHED DWELLING SHALL BE ISSUED ON EACH LOT, ANY OTHER USE SHALL REQUIRE PLANNING COMMISSION, OFFICE OF ENGINEERING, COMPLIANCE, AND/OR DEPARTMENTAL (OR OTHER AGENCIES) APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY.
3. ALL CORNERS ARE HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. #364 ON BE NOTED.
4. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FT. OF SUBDIVISION
5. SETBACKS ARE AS FOLLOWS:
FRONT 25.00'
FRONT GARAGE/CAR PORT 18.00'
SIDE 6.00' OR EASEMENT, WHICHEVER IS GREATER.
CORNER SIDE 15.00' OR EASEMENT, WHICHEVER IS GREATER.
REAR 15.00' OR EASEMENT, WHICHEVER IS GREATER.
6. ALL PUBLIC EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER HIDALGO COUNTY LOCAL SUBDIVISION RULES, OR AS REQUIRED BY THE UTILITY PROVIDER. ALL EASEMENTS ARE DEDICATED BY THIS PLAT UNLESS SHOWN OTHERWISE.
7. BENCHMARK:
BM-1: AN "X" INSCRIBED ON A CONCRETE HEADWALL LOCATED 1.2±MT NORTH AND 28' WEST OF THE POINT OF BEGINNING.
ELEV.: 211.20' DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929
BM-2: AN "X" INSCRIBED ON A CONCRETE HEADWALL LOCATED 2.1±MT NORTH AND 31' WEST OF THE POINT OF BEGINNING.
ELEV.: 211.22' DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929
8. DRAINAGE, IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THE DEVELOPMENT WILL BE REQUIRED TO DETAIN 3.1ACRE OF RETAIN 6.2 CUBIC-FEET (1,350 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IS ACCORDANCE WITH ALL REQUIREMENTS SHALL BE ACCOMPLISHED IN PHASING (SEE SHEET FOR STORM WATER IMPROVEMENTS.)
9. NO FILL OF PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY UTILITY EASEMENTS WITHOUT PRIOR WRITTEN APPROVAL OF UTILITY COMPANIES. DRAINAGE, GRADES AND IMPROVEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS THAT WOULD OPERATION WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENTS. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. EACH PURCHASER, CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN SAID SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
11. BRUSHLINE LTD., THE OWNER AND SUBDIVIDER OF BRUSHLINE LTD. SUBDIVISION, BEARING AN EASEMENT OVER EACH LOT FOR THE PURPOSE OF INSTALLING AN ENTRANCE GRAT OR A LIE AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
12. DRAINAGE SWALES, DRAINAGE DISTANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT ISSUE.
13. AS PER LOCAL ORDINANCE CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A REMOVABLE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
14. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. ANY DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS THAT WOULD OPERATION WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
15. AN OFF STREET PARKING LOT PER STE PLAN & DETAIL PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENGINEERING, COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, CHURCHES, INCLUDING A BUILT FINALT USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LOT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND GRAT PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE ORDINANCES.
16. ON-SITE SEPTIC FACILITIES (SEPTIC) WHERE THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEPTIC DISPOSAL, THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN ORAT OR EQUAL.
A. ORAT SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE SEWAGE SHALL BE SUBMITTED FOR COMMERCIAL USE AND WILL REQUIRE SEPARATE USE.
B. EACH LOT OR ONE PLAT COMPLIES WITH THE MINIMUM PLUME SYSTEME FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. ORAT SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY SUBDIVISION DEPARTMENT.
D. SOIL ANALYSIS WAS BEING SUBMITTED TO THE SUBDIVISION HIDALGO COUNTY DEPARTMENT AND EXCEPTS ARE AS A RESULTS ON THE UTILITY LAYOUT PLAN AS REQUIRED BY THE SUBDIVISION TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE EXCEPTED AS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND SUBSURFACE DRAINAGE FIELD.
E. APPROVED "SEPTIC" PERMIT APPLICATION IS REQUIRED INCLUDING PLOT PLUMBING MATERIALS PRIOR TO OCCUPANCE & USE.
17. MINIMUM FINISHED FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CROWN LINE OF THE ADJACENT STREET OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE SHALL BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FINAL AND FIRST CONSTRUCTION FINISH FLOOR ELEVATIONS. ELEVATION CERTIFICATE SHALL BE REQUIRED FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
18. LOTS 1-26, 27-41, 42-45, 46, 47-68 & 69-83 MAY NOT HAVE ACCESS/DRIVEWAY USES BRUSHLINE ROAD UNLESS UNLESS THAT CONDITIONAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE AND SHALL FRONTAGE, SAID TO BE LOT OWNER SHALL BE REQUIRED TO INSTALL A SEPTIC FENCE SEPARATING ALL RESIDENTIAL LOTS AND ALONG PHYSICAL DELINEATION OF SAID STREET TO EITHER ACCESS ONTO THE LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER SITE PLAN AS PER NOTE #9 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.
19. ALL LOTS IN BRUSHLINE LTD. SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN BRUSHLINE LTD. SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE EASEMENT". THE OWNER OF BRUSHLINE LTD. SUBDIVISION, MAY ASSIGN THE DRAINAGE EASEMENTS OF THE REAL PROPERTY DESCRIBED ON THE SUBDIVISION PLAT AS RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE SUBDIVISION OF HIDALGO, TEXAS ("COUNTY") AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") AND THE COUNTY ATTORNEY FOR THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY ENABLED TO ENTER AND PASS UPON SAID EASEMENTS AND ARE ENABLED TO RECOVER ALL EXPENDITURES MADE BY THE COUNTY AND DRAINAGE DISTRICT IN THE EXERCISE OF THE RIGHTS AS GRANTED HEREIN, PLUS ALL COSTS INCURRED BY THE COUNTY AND DRAINAGE DISTRICT IN THE ENFORCEMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING REASONABLE ATTORNEY'S FEES. THE OWNERS OF BRUSHLINE LTD. SUBDIVISION ARE HEREBY OBLIGATED TO KEEP AND MAINTAIN THE DRAINAGE SWALES IN A NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND MUST KEEP THE SWALES FREE OF TRASH, DEBRIS, AND ANY OTHER MATERIAL THAT WOULD OBSTRUCT THE FLOW OF WATER. NO OBSTRUCTION, FILLING, DUMPING OR EXCAVATION SHALL TAKE PLACE IN THE DRAINAGE SWALES UNLESS PERMITTED BY THE COUNTY OR DRAINAGE DISTRICT (AND ANY AUTHORIZED ASSIGNEE OF THE COUNTY OR DRAINAGE DISTRICT) IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS. IN FULFILLMENT OF THESE OBLIGATIONS, AND AFTER GIVING THE OWNERS OF BRUSHLINE LTD. SUBDIVISION THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND NOT THE OBLIGATION) TO ENTER UPON THE DRAINAGE SWALES AT ANY TIME TO PERFORM ANY MAINTENANCE WORK THAT MAY BE REASONABLY NECESSARY, AND THE RIGHT AND AUTHORITY TO RECOVER FROM THE OWNERS OF BRUSHLINE LTD. SUBDIVISION THE EXPENSES INCURRED IN PURSUANT TO SAID WORK AND FOR REIMBURSEMENT OF ANY EXPENSES INCURRED DURING THE DRAINAGE SWALES EASEMENT ENFORCEMENT ACTION, WHETHER OR NOT SUIT OR INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

I, FRANK FLORES, HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE BRUSHLINE LTD. SUBDIVISION, HIDALGO COUNTY, TEXAS. THE AQUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF THE CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF TEXAS. THE AQUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THIS SUBDIVISION.

MR. FRANK FLORES, GENERALLY MANAGER
AQUA SPECIAL UTILITY DISTRICT

LOCATION MAP

SCALE: 1" = 2,000'



INDEX OF SHEETS

No.	
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESCRIPTION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.I.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BORE FOR OSSF SYSTEM, TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; CONSTRUCTION DETAILS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BRUSHLINE LTD. SUBDIVISION IS LOCATED IN WESTERN HIDALGO COUNTY IN H.C.D. #1 ON THE EAST SIDE OF BRUSHLINE ROAD, APPROXIMATELY 3100 FEET NORTH OF THE INTERSECTION OF BRUSHLINE ROAD & FM 2221. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION. THE SUBDIVISION PROPERTY LIES OUTSIDE THE FIVE MILE EXTRA TERRITORIAL JURISDICTION OF MISSION, ACCORDING TO THE OFFICAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (66,990). BRUSHLINE LTD. SUBDIVISION LIES APPROXIMATELY 5 1/2 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION (ETJ).

METES AND BOUNDS DESCRIPTION FOR A 52.28 ACRE TRACT

A 52.28 acre tract of land being all of Lots 105, 108, 109, 110, and Lot 111, Nick Doffing Subdivision, No. 1, as recorded in Volume 5, Page 24, Map Records, Hidalgo County, Texas, also being those certain tracts described in General Warranty Deed recorded in Document # 2099983, Official Records, Hidalgo County, Texas, also being that certain sixty foot (60.00') canal Right-of-Way crossing said Lots 105, 108, 109, and 110, Nick Doffing Subdivision, No 1, described in Special Warranty Deed recorded in Document ©2195021, Official Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a set one-half inch iron rod on centerline of Brushline Road being the south west corner of said Lot 105 for the south west corner of herein described tract.

THENCE N 08° 50' 00" E 2,137.39 feet along said centerline of Brushline Road also being the west line of said Lots 105, 108, 109, 110 and 111 to a set one-half inch iron rod being the north west corner of said Lot 111, for the north west corner of herein described tract.

THENCE S 81° 10' 00" E along the north line of said Lot 111 pass at 25.00 feet a found one-half inch iron rod being the east Right-of-Way line of said Brushline Road and continuing for a total distance of 55.00 feet to a found one-half inch iron rod being a point of curvature of a curve to the left for an interior corner of herein described tract

THENCE 152.85 feet in an easterly along said north line of Lot 111 being a curve to the left whose radius is 340.00 feet, whose chord distance is 151.59 feet and whose chord bearing is S 85° 57' 15" E to a found one-half inch iron rod for an interior corner of herein described tract

THENCE S 25° 17' 08" E 38.90 feet continuing along said north line of Lot 111, to a found one-half inch iron rod for an interior corner of herein described tract.

THENCE S 76° 35' 41" E 854.44 feet continuing along said north line of Lot 111, to a found one-half inch iron rod being the northeast corner of said Lot 111 for the northeast corner of herein described tract.

THENCE S 08° 50' 00" W 2074.77 feet along the east lines of said Lots 111, 110, 109, 108 and 105 to a set one-half inch iron rod being the southeast corner of said Lot 105 for the southeast corner of herein described tract.

THENCE N 81° 10' 00" W along the south line of said Lot 105 pass at 1,051.85 feet a found one-half inch iron rod being the east Right-of-Way line of said Brushline Road and continuing for a total distance of 1,076.65 feet to the point of beginning and containing 52.28 acres of land, more or less

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, BRUSHLINE LTD. AS OWNER OF THE 52.28 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED BRUSHLINE LTD. SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BRUSHLINE LTD.
PAT FLETCHER, PARTNER
P.O. BOX 2601
MCALLEN, TEXAS 78502-3007

DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared PAT FLETCHER known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

NOTARY PUBLIC

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M. ON _____, _____, AND WAS RECORDED IN INSTRUMENT #: _____ OF THE DEED RECORDS OF HIDALGO COUNTY AT _____ O' CLOCK _____ M ON _____.

_____
_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BRUSHLINE LTD. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BRUSHLINE LTD. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, ON THIS _____ DAY OF _____ A.D., 20__

SECRETARY — CHAIRMAN

HIDALGO COUNTY IRRIGATION DISTRICT No. 6 WILL NOT BE RESONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT DISTRICTS EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE #11.1103. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE BRUSHLINE LTD. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____ — DATE
HIDALGO COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY SURVEYED AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 64790
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

PRINCIPAL CONTACTS:

NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER: PAT FLETCHER, PARTNER	219 S. CAGE	PHARR, TX. 78577	787-2831 / 787-0565
ENGINEER: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 3 SHEETS

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **La Capilla Subdivision – Pct. 1**
Final Approval

La Capilla Subdivision is a one (1) commercial lot subdivision located on the South side of Toluca Ranch Road approximately ½ mile East of FM 1015.

The proposed Subdivision lies within the City of Progresso Lakes and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 18, 2011. The proposed subdivision lies within Zone "B" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on May 3, 2011. The proposed subdivision plat will dedicate ten (10) feet on Toluca Ranch of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by the Military Highway Water Supply Corporation. There is an existing four (4) inch waterline on Toluca Ranch that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **July 19, 2011.**

LA CAPILLA SUBDIVISION

A 6.59 ACRE TRACT OF LAND OUT OF SHARE 2, TOLUCA RANCH SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 14, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 6.595 ACRE TRACT OF LAND OUT OF SHARE 2, TOLUCA RANCH SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 14, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON PIPE FOUND FOR THE NORTHWEST CORNER OF SAID SHARE 2 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE: S 81°22'30" E, 213.70 FEET, WITH THE NORTH LINE OF SAID SHARE 2 AND WITH THE SOUTH R.O.W. LINE OF TOLUCA RANCH ROAD TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "R & A" SET FOR AN ANGLE POINT;

THENCE: S 80°03'E, 213.70 FEET, CONTINUING WITH THE NORTH LINE OF SHARE 2 AND WITH THE SOUTH R.O.W. LINE OF SAID TOLUCA RANCH ROAD TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE: S 00°33'W, 1348.60 FEET (DEED 1348.08 FEET), WITH THE WEST LINE OF A 60.00 FEET WIDE ROAD TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE: N 29°29'06" W, 109.57 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "R & A" SET FOR AN ANGLE POINT;

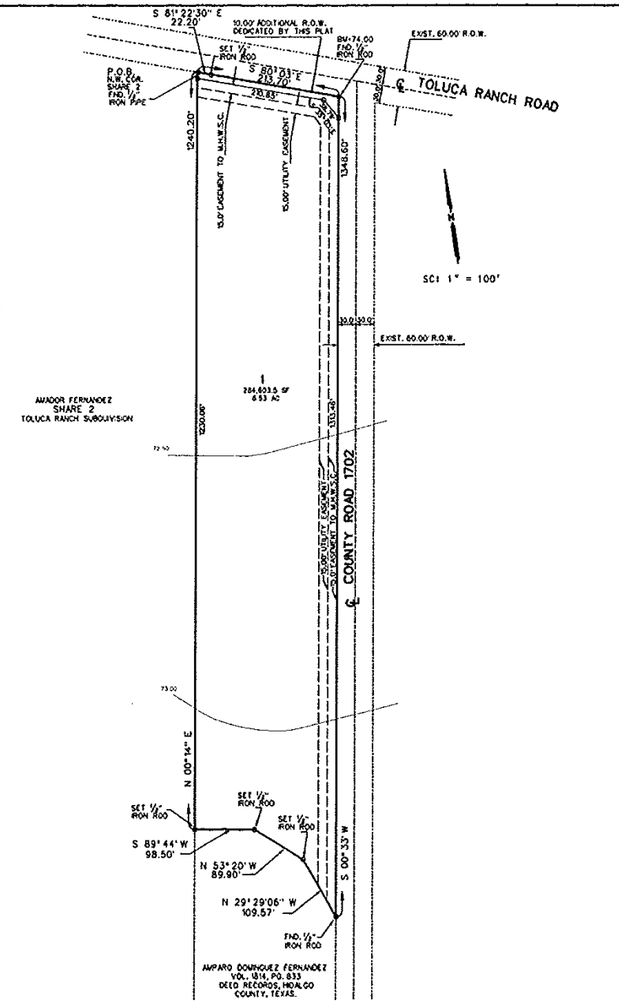
THENCE: N 53°20' W, 89.90 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "R & A" SET FOR AN ANGLE POINT;

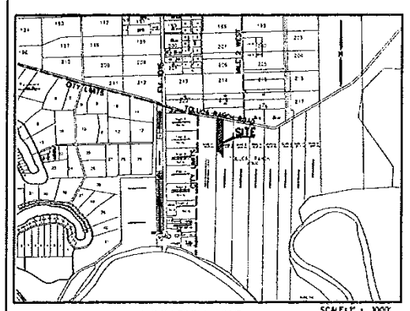
THENCE: S 85°44' W, 98.50 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "R & A" SET FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE: N 00°14' E, 1240.20 FEET WITH THE WEST LINE OF SAID SHARE 2 TO THE POINT OF BEGINNING AND CONTAINING 6.595 ACRES OF LAND MORE OR LESS.

GENERAL NOTES:

1. MIN BUILDING SETBACK LINES:
   FRONT 40.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ⊕-DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O-DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
4. BENCHMARK NOTE:
   THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. BENCH MARK ELEV. = 74.00, U.S.G.S
   1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF THIS LOT.
5. FLOOD ZONE B - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.(MEDIUM SHADING)
   COMMUNITY-PANEL No. 480334 0525 B
   EFFECTIVE DATE: JANUARY 2, 1981
6. LOT ONE SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE THAN COMMERCIAL. LOT ONE IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
7. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 30.095± CUBIC FEET (0.70± ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH A DETENTION AREA.
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
11. DRAINAGE SWALES, DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT THE BUILDING PERMIT STAGE.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
13. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL OR INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.





LOCATION MAP

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LA CAPILLA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE SOUTHEAST OF HIDALGO COUNTY ON THE SOUTH SIDE OF TOLUCA RANCH ROAD 1765.00 FEET EAST OF FM 1015. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF PROGRESO LAKES ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PROGRESO LAKES (POPULATION 247 /2005 CENSUS), LA CAPILLA SUBDIVISION IS 620 FEET FROM THE THE CITY LIMITS OF PROGRESO LAKES, AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RUBEN DARIO PUGA AS OWNER (ET AL) OF THE 6.59 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA CAPILLA SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE
OWNER: RUBEN DARIO PUGA
PUGA MONTOYA INVESTMENTS, LLC
ADDRESS: 2901 SANTA SUSANA ST.
MISSION, TEXAS. 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUBEN DARIO PUGA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2011

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODES 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA CAPILLA SUBDIVISON WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, ____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF PROGRESO LAKES, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____ _____ _____
MAYOR, CITY OF PROGRESO LAKES DATE CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF LA CAPILLA SUBDIVISON HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF PROGESO LAKES, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20__ A.D.

_____
CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 478
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
GUILLERMO A ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 6/20/11
526 N. 5TH ST.
DONNA, TEXAS, 78537

GUILLERMO A. ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LA CAPILLA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2011

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

SHEET 1 OF 2

INDEX TO SHEET OF LA CAPILLA SUBDIVISION

SHEET 1	HEADING(S) INDEX(S) LOCATION MAP AND ETJ(S) PRINCIPAL CONTACT(S) PLAT WITH LOT(S), ADDRESS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL CERTIFICATE(S), COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED M.C.D.D.O. CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; M.M.C.W.S.D. AND M.C.I.D. NO. 5
SHEET 2	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	RUBEN DARIO PUGA	2901 SANTA SUSANA ST.	MISSION, TEXAS. 78572	854-323-7268
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE STREET	WESLACO, TEXAS. 78596	PH. 956-968-2422

DATE OF PREPARATION: APRIL 17, 2011

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **Reyes Family Subdivision – Pct. 4**
Final Approval

Reyes Family Subdivision is a one (1) lot subdivision located on the West side of Jackson Road approximately one mile North of Monte Cristo Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 2, 2010. The proposed subdivision lies within Zone "AE" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on October 14, 2010. The proposed subdivision plat will dedicate twenty (20) feet on Jackson Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

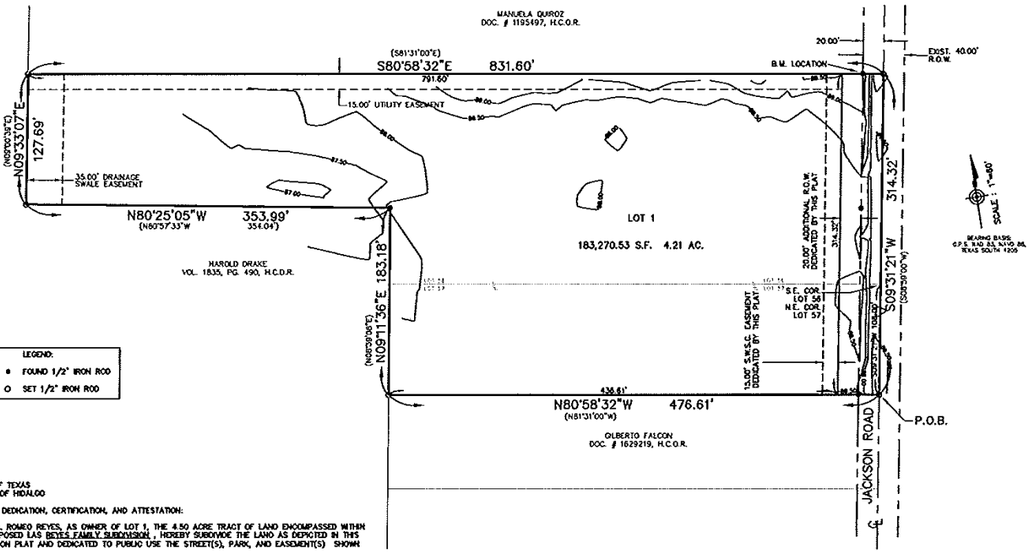
Sanitary Services will be provided by OSSF. Soil Analysis Test were conducted by Jacobo Garza and approved by the Hidalgo County Environmental Health Department. The septic tank system has been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Jackson Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 1 acre of land but less than 5 acres however, it is Not Applicable due to the dimensions of project as per Dr. Lorie Ochoa.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on May 23, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **July 19, 2011.**



STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, RAFAEL ROMEO REYES, AS OWNER OF LOT 1, THE 4.50 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS REYES FAMILY SUBDIVISION , HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET(S), PARK, AND EASEMENT(S) SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS, MEET OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____ _____
BY: RAFAEL ROMEO REYES (LOT 1) DATE
ADDRESS: 1002 E. SAMANO
EDINBURG, COUNTY OF HIDALGO, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
REGISTERED PROFESSIONAL SURVEYOR

JOSE MARIO GONZALEZ, RPLS – RIO DELTA SURVEYING
8207 MATEO ESCOBAR
MONTE ALTO, TEXAS 78538
TEL: 956-380-5154 FAX: 956-380-5156
NO. 5571 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
LICENSED PROFESSIONAL ENGINEER

CARLOS GARZA, PE – AEC ENGINEERING, L.L.C.
P.O. BOX 480
EDINBURG, TEXAS 78540
TEL: 956-380-6558 FAX: 956-380-6110
NO. 92602 STATE OF TEXAS

HIDALGO COUNTY
APPROVAL BY PLANNING AND ZONING COMMISSION

I THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAFAEL ROMEO REYES KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXCUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____ DAY OF _____ 20 ____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

ANGELA M. GARZA
NOTARY PUBLIC State of Texas
My Commission Expires
DECEMBER 23, 2012

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
DISTRICT MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REYES FAMILY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS

COURT ON _____, 20 ____

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REYES FAMILY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY

DEPARTMENT ON _____, 20 ____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

THIS PLAN IS HEREBY APPROVED BY THE SANTA CRUZ IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

_____ _____
PRESIDENT DATE

_____ _____
SECRETARY DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REYES FAMILY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____, 20 ____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON : _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY : _____ DEPUTY

Reyes Family Subdivision

A SUBDIVISION OF 4.50 ACRES OUT OF LOTS 56 & 57,
RAMSEYER GARDENS SUBDIVISION,
VOLUME 9, PAGE 16, H.C.M.R.
HIDALGO COUNTY, TEXAS
1 Residential Lots

Plat Scale: 1"=60' JOB # 1105.001
Date: June 24, 2010
Drawn by: G. S.

A Texas Registered Engineering Firm F-9688

AEC ENGINEERING, LLC.
Agricultural ✱ Environmental ✱ Civil
P.O. Box 480 Office:(956) 380-6558
Edinburg, Texas 78540 Fax: (956) 380-6110
www.aecengineering.net

PRINCIPAL CONTACTS		ADDRESS	TELEPHONE #	FAX #
OWNER :	RAFAEL ROMEO REYES	1002 E. SAMANO, EDINBURG, TX 78539	956-789-3742	
ENGINEER :	CARLOS GARZA	P.O. BOX 480 EDINBURG, TX 78540	956-380-6558	956-380-6110
SURVEYOR :	JOSE MARIO GONZALEZ	8207 MATEO ESCOBAR MONTE ALTO, TX 78538	956-380-5154	956-380-5156

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AE" (BLUE SHADED)

ZONE "AE" (BLUE SHADED) IS DEFINED AS AREAS WITH A BASE FLOOD ELEVATION DETERMINED. COMMUNITY-PANEL NO. 480334 0325 D, EFFECTIVE DATE: JUNE 6, 2000. REVISED TO REFLECT L.O.M.R. DATE: MAY 17, 2001. B.F.E.=89.50

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS: FRONT: 40.00 FEET
REAR: 15.00 FEET
SIDE: 8.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE AT OR ABOVE B.F.E. (AS PER HCPO) B.F.E.=89.50.

CITY OF EDINBURG REQUIRES FFE BE 2' ABOVE BFE.

AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. (SEE SHEET No.3 FOR F.F. ELEVATION REQUIREMENT FOR ALL LOTS IN REGULATED FLOOD PLAIN)

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

-->B.M. NO. 1-ELEV. 88.08 N.G.V.D. 88
DESCRIPTION: FOUND ROD LOCATED AT THE NORTHEAST CORNER OF THE PROPERTY AT THE RIGHT-OF-WAY LINE.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 8,204 CUBIC-FEET 0.15 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE DRAINAGE REPORT).

7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. THE LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11. RAFAEL ROMEO REYES, OWNER & SUBDIVIDER OF REYES FAMILY SUBDIVISION, RETAINS AN EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

12. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SANITARY SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

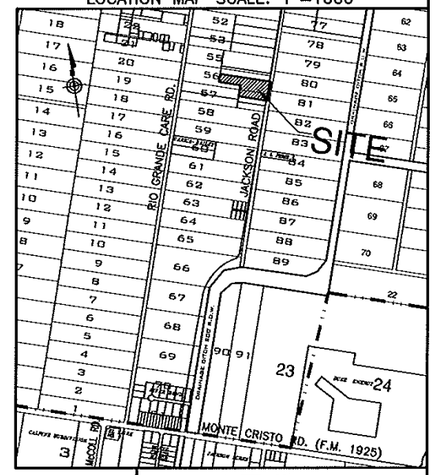
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. THE LOT IN REYES FAMILY SUBDIVISION IS HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUNOFF FROM THE LOT IN REYES FAMILY SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER(S) OF REYES FAMILY SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER(S) OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNER(S) IN VIOLATION. IN THE EVENT THE DRAINAGE SWALE DEPICTED ON THIS SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOT(S) COMPRISING REYES FAMILY SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IF FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN REYES FAMILY SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN REYES FAMILY SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALE(S) PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NO.	SHEET	REVISION	DATE	APPROVED

LOCATION MAP SCALE: 1"=1000'



PREPARED BY :
AEC ENGINEERING, LLC.
Agricultural ✱ Environmental ✱ Civil
P.O. Box 480 Office:(956) 380-6558
Edinburg, Texas 78540 Fax: (956) 380-6110
www.aecengineering.net

DATE PREPARED : JUNE 24, 2010

DATE SURVEYED : JUNE 11, 2010

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

REYES FAMILY SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4 ON THE NORTH SIDE OF HIDALGO COUNTY APPROXIMATELY A MILE NORTH OF THE MONTE CRISTO ROAD (F.M. 1925), ON THE WEST SIDE OF JACKSON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF SECRETARY OF THE CITY OF EDINBURG (POPULATION 55,297). REYES FAMILY SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS OF EDINBURG AND IS WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

PLAT SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION

A 4.50 ACRE TRACT OF LAND, MORE OR LESS, BEING 3.31 ACRES OUT OF LOT 56, AND 1.19 ACRES OUT OF LOT 57, RAMSEYER GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 16, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 4.50 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITHIN THE ROAD RIGHT-OF-WAY OF JACKSON ROAD, SAID 1/2" IRON ROD BEARS SOUTH 09°31'21"WEST A DISTANCE OF 108.00 FEET FROM THE THE SOUTHEAST CORNER OF SAID LOT 56, THE NORTHEAST CORNER OF SAID LOT 57;

1. THENCE, NORTH 80°58'32" WEST (NORTH 81°31'00" WEST deed call) AT A DISTANCE OF 20.00 FEET PASS A 1/2" IRON ROD FOUND FOR THE WEST RIGHT-OF-WAY LINE OF JACKSON ROAD, AND CONTINUING A TOTAL DISTANCE OF 476.61 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

2. THENCE, NORTH 09°11'36" EAST (NORTH 08°39'08" EAST deed call) A DISTANCE OF 183.18 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

3. THENCE, NORTH 80°25'05" WEST (NORTH 80°57'33" WEST deed call) A DISTANCE OF 353.99 FEET (354.04 FEET deed call) TO A 1/2" IRON ROD SET FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

4. THENCE, NORTH 09°33'07" EAST (NORTH 09°00'36" EAST deed call) A DISTANCE OF 127.69 FEET TO A 1/2" IRON SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND,

5. THENCE, SOUTH 80°58'32" EAST (SOUTH 81°31'00" EAST deed call) AT A DISTANCE OF 811.60 FEET PASS A 1/2" IRON ROD FOUND FOR AT THE WEST RIGHT-OF-WAY LINE OF SAID JACKSON ROAD, AND CONTINUING A TOTAL DISTANCE OF 831.60 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

6. THENCE, SOUTH 09°31'21" WEST (SOUTH 08°59'00" WEST deed call) CONGRUENT WITH THE EAST LINE OF SAID LOTS 56 AND 57, A DISTANCE OF 314.32 FEET TO THE POINT OF BEGINNING CONTAINING 4.50 ACRES OF LAND, OF WHICH 0.15 OF ONE ACRE LIES WITHIN THE ROAD RIGHT-OF-WAY OF SAID JACKSON ROAD, LEAVING A TOTAL OF 4.35 ACRES OF LAND, MORE OR LESS.

	INDEX TO SHEET OF REYES FAMILY SUBDIVISION
SHEET 1	HEADING, INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATION OF THE PRECINCT WHERE THE PROJECT IS SITUATED. H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT, HIDALGO COUNTY HEALTH AND RIGHT-OF-WAY DEPARTMENT CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, TOPOGRAPHY, DRAINAGE DESIGN AND DRAINAGE REPORT, SWALE CROSS SECTION DETAIL, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SAMPLE OF LOG BORE FOR OSSF SYSTEM, TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER CERTIFICATE AND STATEMENT.

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **Urbano Villarreal Subdivision – Pct. 3**
Final Approval

Urbano Villarreal Subdivision is a one (1) lot subdivision located on the West side of Bentsen Palm Drive, approximately 766 feet South of Mile 6 Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved Administratively via City Ordinance # 1600.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 2, 2006. The proposed subdivision lies within a Zone "X and A" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention swales.

The proposed subdivision plat will dedicate five (5) feet on Bentsen Palm Drive Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Raul Palma, P.E. and approved by the Hidalgo County Environmental Health Department. The septic tank system has been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

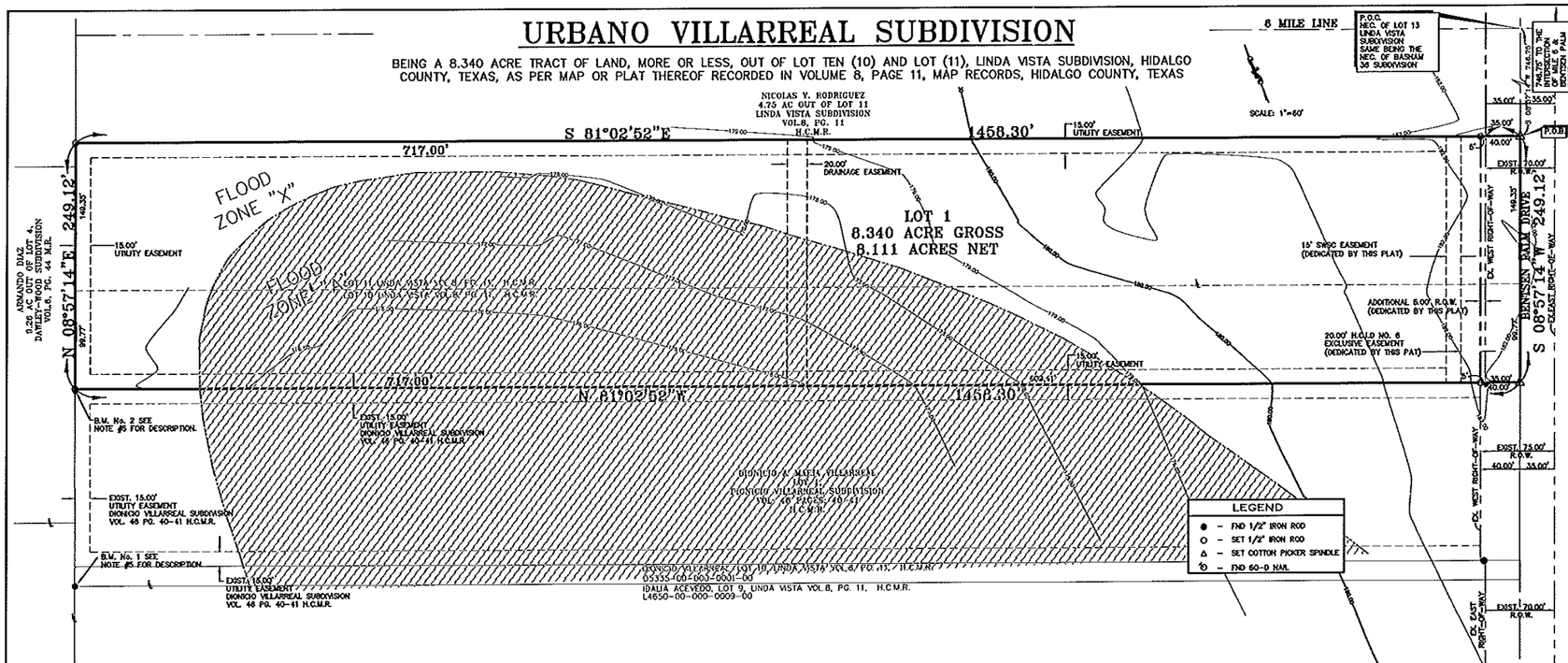
This subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

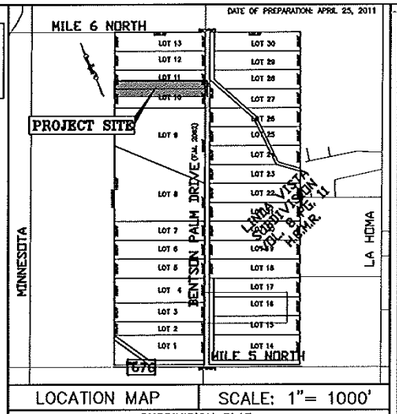
The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on March 31, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **July 19, 2011.**

URBANO VILLARREAL SUBDIVISION

BEING A 8.340 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT TEN (10) AND LOT (11), LINDA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS





SUBDIVISION PLAT OF

URBANO VILLARREAL SUBDIVISION

BEING A 8.340 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT TEN (10) AND LOT (11), LINDA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

BEING ALL THAT CERTAIN 8.340 ACRES TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDORS LIEN FROM JOSE LUIS CRUZ AND WIFE ENEDINA CRUZ TO URBANO VILLARREAL DATED JULY 25, 2002 AND RECORDED IN DOCUMENT NUMBER 1122531 OF THE OFFICIAL RECORDS OF HIDALGO, COUNTY, TEXAS, SAID TRACT BEING OUT OF LOT 10 AND LOT 11 OF THE LINDA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 8, PAGE 11 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 8.340 ACRES TRACT OF LAND BEING MORE PARTICULARLY DECRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 13 OF THE SAID LINDA VISTA SUBDIVISION, SAME BEING THE NORTHEAST CORNER OF THE BASHAM 36 SUBDIVISION RECORDED IN VOLUME 30, PAGE 102A OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, A POINT FOR CORNER ON THE CENTERLINE OF BENTSEN PALM DRIVE;

THENCE, SOUTH 08°57'14" WEST ALONG THE CENTERLINE OF THE SAID BENTSEN PALM DRIVE AND THE EAST LINE OF THE SAID LINDA VISTA SUBDIVISION, PASS ON LINE AT 597.4 FEET THE SOUTHEAST CORNER OF LOT 12 AND NORTHEAST CORNER OF LOT 11 OF THE SAID LINDA VISTA SUBDIVISION, AT 744.75 FEET A COTTON PICKER SPINDLE SET FOR FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND ON THE CENTERLINE OF BENTSEN PALM DRIVE AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 08°57'14" EAST ALONG THE CENTERLINE OF THE SAID BENTSEN PALM DRIVE AND THE WEST LINE OF THE SAID LINDA VISTA SUBDIVISION, PASSING AT 149.35 FEET THE SOUTHEAST CORNER OF LOT 11 AND THE NORTHEAST CORNER OF THE SAID LOT 10, AND CONTINUING A TOTAL DISTANCE OF 249.12 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 81°02'52" WEST, ACROSS THE SAID LOT 10 OF THE SAID LINDA VISTA SUBDIVISION, AT 34.63 FEET PASS AN IRON ROD FOUND LOCATED 1.72 FEET SOUTH OF THE BOUNDARY LINE, AT 40.00 FEET PASS A CAPPED IRON SET AT THE RECOGNIZED WEST RIGHT-OF-WAY OF THE SAID BENTSEN PALM DRIVE, AT 1457.06 FEET PASS A CAPPED IRON ROD FOUND 3.30 FEET SOUTH OF THE BOUNDARY LINE, AND CONTINUING FOR A TOTAL DISTANCE OF 1458.30 FEET TO A CAPPED IRON ROD SET ON THE WEST LINE OF THE SAID LINDA VISTA SUBDIVISION, SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 08°57'14" EAST IN PART WITH THE WEST LINE OF LOTS 10 AND 11 OF THE SAID LINDA VISTA SUBDIVISION, PASSING AT 99.77 FEET THE NORTHWEST CORNER OF LOT 10 AND THE SOUTHWEST CORNER OF LOT 11 OF THE SAID LINDA VISTA SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 249.12 FEET TO A CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT ON THE WEST LINE OF LOT 11 OF THE SAID LINDA VISTA SUBDIVISION;

THENCE SOUTH 81°02'52" EAST ACROSS LOT 11 OF THE SAID LINDA VISTA SUBDIVISION, PASSING AT 1415.30 FEET A CAPPED IRON ROD SET ON THE WEST RIGHT-OF-WAY OF THE SAID BENTSEN PALM DRIVE, CONTINUING FOR A TOTAL DISTANCE OF 1458.30 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND AND CONTAINING 8.340 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS -- COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

GILBERT J. GUERRA P.E. — DATE
REG. PROFESSIONAL ENGINEER NO. 90158

STATE OF TEXAS -- COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JAMES W. GRIFFITH — DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 1885
GRIFFITH CONSULTING
SURVEY FIRM NO. 101699-00

STATE OF TEXAS -- COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, URBANO VILLARREAL, AS OWNER OF THE 8.34 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED URBANO VILLARREAL SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK AND EASEMENTS SHOWN HEREIN, I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

URBANO VILLARREAL — DATE
RT 8 BOX 1618
MISSION, TX 78574

STATE OF TEXAS -- COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED URBANO VILLARREAL, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DE-CLEARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011

NOTARY PUBLIC — MY COMMISSION EXPIRES

STATE OF TEXAS -- COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE URBANO VILLARREAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2011.

ATTEST: _____
HIDALGO COUNTY JUDGE — DATE — HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS -- CITY OF MISSION
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR — DATE — ATTEST: CITY SECRETARY — DATE

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

PLANNING AND ZONING COMMISSION CHAIRMAN — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY — DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 CERTIFICATE

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS____ DAY OF _____, 2011

SUBJECT TO THE FOLLOWING:
1) NO BUILDING ALLOWED ON TOP OF AN IRRIGATION LINE; 2) 10.0' (TEN) EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

PRESIDENT — DATE — SECRETARY — DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF URBANO VILLARREAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ DAY OF _____, 2011

HIDALGO COUNTY RIGHT WAY DIRECTOR — DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF URBANO VILLARREAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ DAY OF _____, 2011

HIDALGO COUNTY ASSISTANCE CHIEF INSPECTOR — DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

URBANO VILLARREAL SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO.3 ON THE WEST SIDE OF HIDALGO COUNTY , ALONG THE WEST RIGHT-OF-WAY LINE OF BENTSEN PALM DRIVE AND BETWEEN MILE 6 NORTH (FM 676) AND 7MILE SOUTH FROM MILE 6 NORTH, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE U.S. CENSUS BUREAU, THE 2010 POPULATION ESTIMATE IS 68,990 URBANO VILLARREAL SUBDIVISION FALLS INSIDE MISSION 2.0 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

GENERAL PLAT NOTES

1 FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" AND "A"

ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO 480334 0290 D EFFECTIVE DATE JUNE 6, 2000

ZONE "A" WHILE NO BASE FLOOD ELEVATION HAS BEEN DETERMINED BY FEMA BASE ON COMMUNITY-PANEL NO 480334 0290D EFFECTIVE DATE JUNE 6, 2000, GRAPHICAL PLOTTING ONTO THE USGS ALTON QUADRANGLE MAP INDICATE A BASE FLOOD ELEVATION OF APPROXIMATELY 174 FEET FOR THIS PROJECT.

THE AREAS WITH IN THE DRAINAGE EASEMENTS WITHIN THE 100-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0290 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS.

CONSTRUCTION OF COMMERCIAL BUILDING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE BUILDING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 0968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2 SETBACKS:
FRONT: 40.00 FEET
REAR: 35.00 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER)
SIDE: 15.00 FEET (OR TO MATCH EASEMENT LINE)

3 GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4 MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF PAVEMENT OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. NO CONSTRUCTION OF ANY KIND WILL BE ALLOWED INSIDE FLOOD ZONE "A" AREA IN LOT 1.

5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. NO. 1: ELEVATION=178.63, N.A.V.D. 88; DESCRIPTION: 1" IRON ROD FOUND LOCATED AT THE SOUTHWEST CORNER OF LOT 10, LINDA VISTA SUBDIVISION.

B.M. NO. 2: ELEVATION=178.63, N.A.V.D. 88; DESCRIPTION: 1" IRON ROD FOUND LOCATED AT THE SOUTHWEST CORNER OF THIS TRACT OF LAND.

6 DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

7 ALL LOTS IN URBANO VILLARREAL SUBDIVISION ARE HEREBY GRANTED A DRAINAGE SWALE EASEMENT WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN URBANO VILLARREAL SUBDIVISION, TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF URBANO VILLARREAL SUBDIVISION , THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE A.K.A. PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS, AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR, ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NOT SUITABLE FOR DRAINAGE OF THE LOTS COMPRISING URBANO VILLARREAL SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTION AND MAINTENANCE BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN URBANO VILLARREAL SUBDIVISION. THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN URBANO VILLARREAL SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND THE AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

8 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL AND MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY HEALTH DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED, INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9 THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10 URBANO VILLARREAL, THE OWNERS & SUBDIVIDERS OF URBANO VILLARREAL SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11 NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12 EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDE AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13 ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH CORRESPONDING EASEMENT.

14 AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR SEWER CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

15 ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.
NO SIDEWALK REQUIRED ON THIS SUBDIVISION.
ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

16 DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 1,801 CUBIC FEET /(.61 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.2 OF THIS PLAT.)

17 NO SIDEWALKS REQUIRED BY THIS SUBDIVISION

INDEX OF URBANO VILLARREAL SUBDIVISION

SHEET 1	PLAT WITH LOT POSITION DIMENSIONS, BORDERING R.O.W. AND ADJACENT R.O.W. DESIGNATIONS, SURVEY DATA AND BOUNDARY LINE, AND CONTINUITY WITH RESPECT TO THE LIMITS OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED.
	GENERAL CONDITIONS, FIELD NOTES, FULL LEGAL DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND RESTRICTIONS; OWNERS' DEDICATION, CERTIFICATION AND ATTESTATION; AND THE FOLLOWING CERTIFICATES; PUBLIC NOTARY, COUNTY'S CLERK RECORDING, COUNTY PLAT APPROVAL, CITY PLAT APPROVAL, H.C.I.D. NO. 1, H.C.I.D. NO. 6, SURVEYOR'S, AND ENGINEER'S, H.C.D.R.O.W. AND H.C.H.D.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND DRAINAGE'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF 100 BORE FOR OSSF SYSTEM; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE STATEMENT; TYPICAL DETAILS: WATER SERVICE CONNECTIONS AND TYPICAL SWALE CROSS-SECTION. TOPOGRAPHY AND DRAINAGE MAP DESIGN.

PRINCIPAL CONTACTS:

NAME		ADDRESS		PHONE & FAX	
OWNER:	URBANO VILLARREAL	RT. 8 BOX 1618	MISSION, TX 78574	(956) 585-4210	
ENGINEER:	GILBERT J. GUERRA P.E.	523 W. CANO STREET, SUITE 100	EDINBURG, TX 78539	(956) 380-5152	(956) 380-5083
SURVEYOR:	JAMES W. GRIFFITH R.P.L.S.	4000 SENDERO SPRINGS	ROUND ROCK, TX 78664	(512) 626-0223	

RIO DELTA ENGINEERING
FIRM REGISTRATION NO. F-7626
921 SOUTH 10 Th. AVENUE
EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

REVISION NOTES

NO.	REVISION	DATE	APPROVED
SHEET			

URBANO VILLARREAL SUBDIVISION — PLAT SHEET — 1
MISSION, TEXAS

PROJECT

DRAWN: A.R.
DESIGNED: GILBERT GUERRA
CHECKED: GILBERT GUERRA
SURVEYED: JAMES W. GRIFFITH
DATED: FEBRUARY 24, 2009

PROJECT: SUB 06 021
PAGE NO: 1 OF 2

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **Mile 6 Acres Subdivision – Pct. 1**
Final Approval

Mile 6 Acres Subdivision is a nine (9) lot subdivision located on the West side of Mile 6 West Road approximately 1/4 mile North from Mile 12 ½ North Road.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 29, 2009. The proposed subdivision lies within a Zone "X – Un-shaded" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention swales.

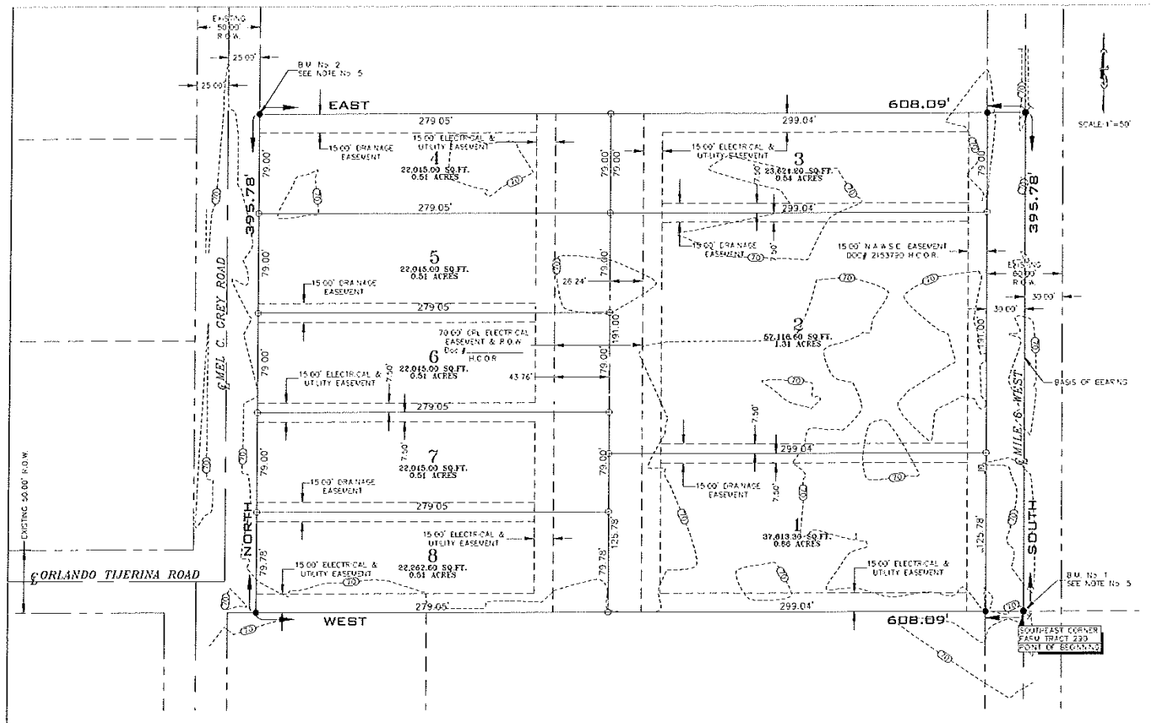
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. The septic tank system has been installed, inspected and can be expected to function satisfactorily.

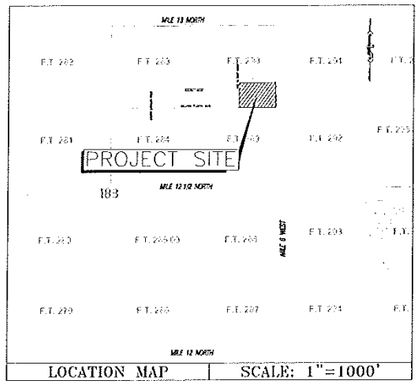
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 6 Wes Road that will serve as the primary source of water for the proposed development.

This subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on November 9, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **July 19, 2011.**





LOCATION MAP | SCALE: 1"=1000'

NOTES AND BOUNDS

BEING 5.52 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 290, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS; THIS TRACT IS ALSO KNOWN AS TRACT 7 OUT OF UNRECORDED HERITAGE SUBDIVISION, SAID 5.52 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 60-D NAIL FOUND AT THE SOUTHEAST CORNER OF FARM TRACT 220 FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID 60-D NAIL ALSO BEING LOCATED ON THE CENTERLINE OF MILE 6 WEST ROAD;

THENCE, WEST, AT A DISTANCE OF 30.00 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERENCE ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 608.09 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST RIGHT-OF-WAY LINE OF MILE C GREY ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, 395.78 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, AT A DISTANCE OF 578.09 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERENCE ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 608.09 FEET TO A 60-D NAIL FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, 395.78 FEET ALONG THE EAST LINE OF FARM TRACT 220 ALSO BEING THE CENTERLINE OF SAID MILE 6 WEST ROAD TO THE POINT OF BEGINNING, CONTAINING 5.52 ACRES OF LAND MORE OR LESS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MILE 6 ACRES SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 ON THE EAST SIDE OF HIDALGO COUNTY, ALONG THE WEST SIDE OF MILE 6 WEST ROAD AND APPROXIMATELY 1,320.0 FEET NORTH OF MILE 12 1/2 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO. ACCORDING TO THE U.S. CENSUS BUREAU, THE 2000 POPULATION ESTIMATE FOR THIS CITY WAS 31,492. MILE 6 ACRES SUBDIVISION FALLS INSIDE WESLACO'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND INSIDE WESLACO'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001

LEGEND

- ● – FOUND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD W/ PLASTIC CAP STAMPED "R&A"
- – SET 60-D NAIL
- – FOUND 60-D NAIL
- – POWER POLE
- – LIGHT POLE
- – STREET LIGHT
- – TELEPHONE PEDESTAL
- – TELEPHONE SIGN
- – WATER METER
- – WATER VALVE
- – WATER HOSE BIBB
- – FIRE HYDRANT
- – IRRIGATION STAND PIPE
- – IRRIGATION VALVE
- – TREE
- – FENCE
- – CEDAR FENCE
- – NATURAL FLOW

ELEVATIONS

- – NATURAL GROUND
- – EDGE OF PAVEMENT
- – TOP OF ASPHALT

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JORGE GONZALEZ AS PRESIDENT OF CREAM HOMES BY J&J REAL ESTATE CO., AS OWNERS OF THE 5.52 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MILE 6 ACRES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, ALLEYS, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
JORGE GONZALEZ, PRESIDENT OF
CREAM HOMES BY J&J REAL ESTATE CO
509 E. FM 1
WESLACO, TX 78596

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JORGE GONZALEZ AS PRESIDENT OF CREAM HOMES BY J&J REAL ESTATE CO. PROVED TO ME THROUGH THE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
FLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MILE 6 ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2011.

ATTEST:
_____ _____ _____ _____
HIDALGO COUNTY JUDGE DATE HIDALGO COUNTY CLERK DATE

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MILE 6 ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____, 2011.

_____ _____
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MILE 6 ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2011.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

STATE OF TEXAS – CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO, HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____ _____ _____
CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
PLANNING AND ZONING COMMISSION CHAIRMAN DATE

DRAINAGE DISTRICT CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
BY DATE

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 DATED THIS _____ DAY OF _____, 2011.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID NO. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAINAGE WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAINAGE WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

_____
GENERAL MANAGER

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

_____ _____
REYNALDO ROBLES DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 4032

ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

_____ _____
NEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

NORTH ALAMO WATER SUPPLY CORPORATION
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER REFERRED TO AS "GRANTOR", WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION (HEREINAFTER REFERRED TO AS "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT FOR THE PURPOSE OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' N A DTH, AND GRANTEE IS HEREBY AUTHORIZED TO ESCOMBRE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' N A DTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER ALTERS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 45' N A DTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENENTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS _____ DAY OF _____, 2011.

_____
JORGE GONZALEZ, PRESIDENT OF
CREAM HOMES BY J&J REAL ESTATE CO.
509 E. FM 1
WESLACO, TX 78596

G E N E R A L P L A T N O T E S & R E S T R I C T I O N S

1 FLOOD ZONE DESIGNATION: ZONE "A" (UNNUMBERED)
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NUMBER 480343 0450 C
EFFECTIVE DATE: JUNE 6, 2000, AND REVISED TO REFLECT LOMR DATED MAY 30, 2002

2 SETBACKS
FRONT (LOTS 1-3): 50.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
FRONT (LOTS 4-8): 25.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
REAR: 15.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
SIDE: 6.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)

3 GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY RESIDENCE DWELLING SHALL BE LOCATED ON EACH LOT (ANY OTHER USE SHALL REQUIRE PLANNING COMMISSION AND CITY COUNCIL APPROVAL). BUILDING PERMIT(S) AND APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4 MINIMUM FINISHED FLOOR: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB (TOP OF ROAD) OR 13" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS NOT WITHIN OUTSIDE OF DESIGNATED FLOOD AREA AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. THE ELEVATION CERTIFICATE SHALL BE PREPARED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5 BENCHMARKS (BM'S): THE FOLLOWING BENCHMARKS ARE CENTERED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS

BM. NO. 1: ELEV.=(FOUND 30.33', NAVD. 83. DESCRIPTION: 60-D NAIL FOUND AT THE SOUTH-EAST CORNER OF PROPERTY.

BM. NO. 2: ELEV.=(FOUND 30.55', NAVD. 83. DESCRIPTION: HALF (1/2") INCH IRON ROD FOUND AT THE NORTH-WEST CORNER OF PROPERTY.

6 DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND DIVISION ESTATE MILE 6 ACRES DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 6.63 CUBIC FEET OR 0.01 ACRE-FEET OF STORM WATER RUNOFF DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL AND FEDERAL RULES. THIS WILL BE ACCOMPLISHED ON APPROVED DRAINAGE SWALES ON BACK OF THE LOTS.

DRAINAGE RETENTION PER LOT:
LOT 1=288 CF; LOTS 2-3=332 CF; LOTS 4-8 = 663 CF

7 DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SURVEYOR IS NOT RESPONSIBLE FOR PROPER INSTALLATION OF OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY HEALTH DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE DETAIL LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED, SOURCING NON-SOIL LOT PLANNING WATER HIS PRIOR TO OCCUPYING A LOT.

9 THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10 JORGE GONZALEZ, PRESIDENT OF CREAM HOMES BY J&J REAL ESTATE CO. OWNER & SUBDIVIDER OF MILE 6 ACRES SUBDIVISION, HEREBY AN EASEMENT OVER EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

11 NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUSHES, SHRUBS, SHADE TREES, AND OTHER PLANTINGS (EXCEPT SOD, LESS THAN 18" HIGH, WHICH MAY BE PLANTED). GRASS, COVER, CROPS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12 EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13 ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY SCHOOL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS NOT SHOWN ON THIS PLAT WILL BE REQUIRED BEFORE THE PERSONS INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER ALTERS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 45' N A DTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENENTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

17 ALL LOTS IN MILE 6 ACRES SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN MILE 6 ACRES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF MILE 6 ACRES SUBDIVISION, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) WAS ENTITLED TO ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY AVAILABLE BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS CONTAINED IN MILE 6 ACRES SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A FEDERAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN MILE 6 ACRES SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN MILE 6 ACRES SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT ENCROACHING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

INDEX OF SHEETS

SHEET 1	PLAT WITH LOTS, EXISTING STREETS, EXISTING R.O.W. AND ADDITIONAL R.O.W. DESIGNATIONS; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS WITH SEPTIC TANK NOTES; OWNERS' DEDICATION, CERTIFICATION, AND ATTESTATION; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. NO. 1, H.C.I.D. NO. 9, SURVEYOR'S, AND ENGINEER'S, R.O.W., & H.C.M.D. CERT.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE; WATER (OSSF) AND ENGINEER'S CERTIFICATION; PRINCIPAL CONTACTS (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATION AND STATEMENT; IMPROVEMENT COST ESTIMATE; TYPICAL DETAILS: WATER SERVICE; SAMPLE OF LOG BOOK FOR OSSF SYSTEM CONNECTION
SHEET 3	DRAINAGE LAYOUT, DRAINAGE REPORT; ENGINEER'S CERTIFICATION; TYPICAL DETAILS: DRAINAGE SWALE CROSS-SECTION; PRINCIPAL CONTACTS.

FILED FOR RECORD IN:
HIDALGO COUNTY
BY ARTURO GUAJARDO, JR.
COUNTY CLERK
ON: _____ AT _____ AM/PM
AS A RECORDING NUMBER _____
BY, _____ DEPUTY

PRINCIPAL CONTACTS:

NAME		ADDRESS	PHONE & FAX
OWNER: JORGE GONZALEZ (CREAM HOMES)		509 E. FM E STREET, WESLACO, TX 78596	(956) 447-2000
ENGINEER: NEZ B GARZA	P.E.	3011 SAN FELIPE STREET, SAN JUAN, TX 78589	(956) 905-2360
SURVEYOR: REYNALDO ROBLES	R.P.L.S.	107 A HUISACHE STREET, WESLACO, TX 78596	(956) 968-2422 (956) 513-2011

DATE OF PREPARATION: MAY 23, 2011

ROBLES AND ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
SURVEYED: 03-26-09 JOB NO. 19721

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SUBDIVISION PLAT OF

MILE 6 ACRES

BEING 5.52 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 290, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
PHONE: (956) 905-2360

PROJECT: PLAT SHEET 1 — WESLACO TEXAS

PAGE: 1/3

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **Acimat Subdivision – Pct. 2**
Final Approval with Financial Guarantee

Acimat Subdivision is a one (1) lot subdivision located on the South side of Ridge Road approximately ¼ mile East of Stewart Road.

The proposed Subdivision lies within the City of San Juan E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 24, 2010. The proposed subdivision lies within Zone "B" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention pond.

The proposed subdivision plat was submitted to, reviewed, and approved by Lupe Rodriguez, ROW Agent on January 18, 2011. The proposed subdivision plat will dedicate forty (40) feet on Ridge Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Raul E. Garcia, P.E. and approved by the Environmental Health Department.

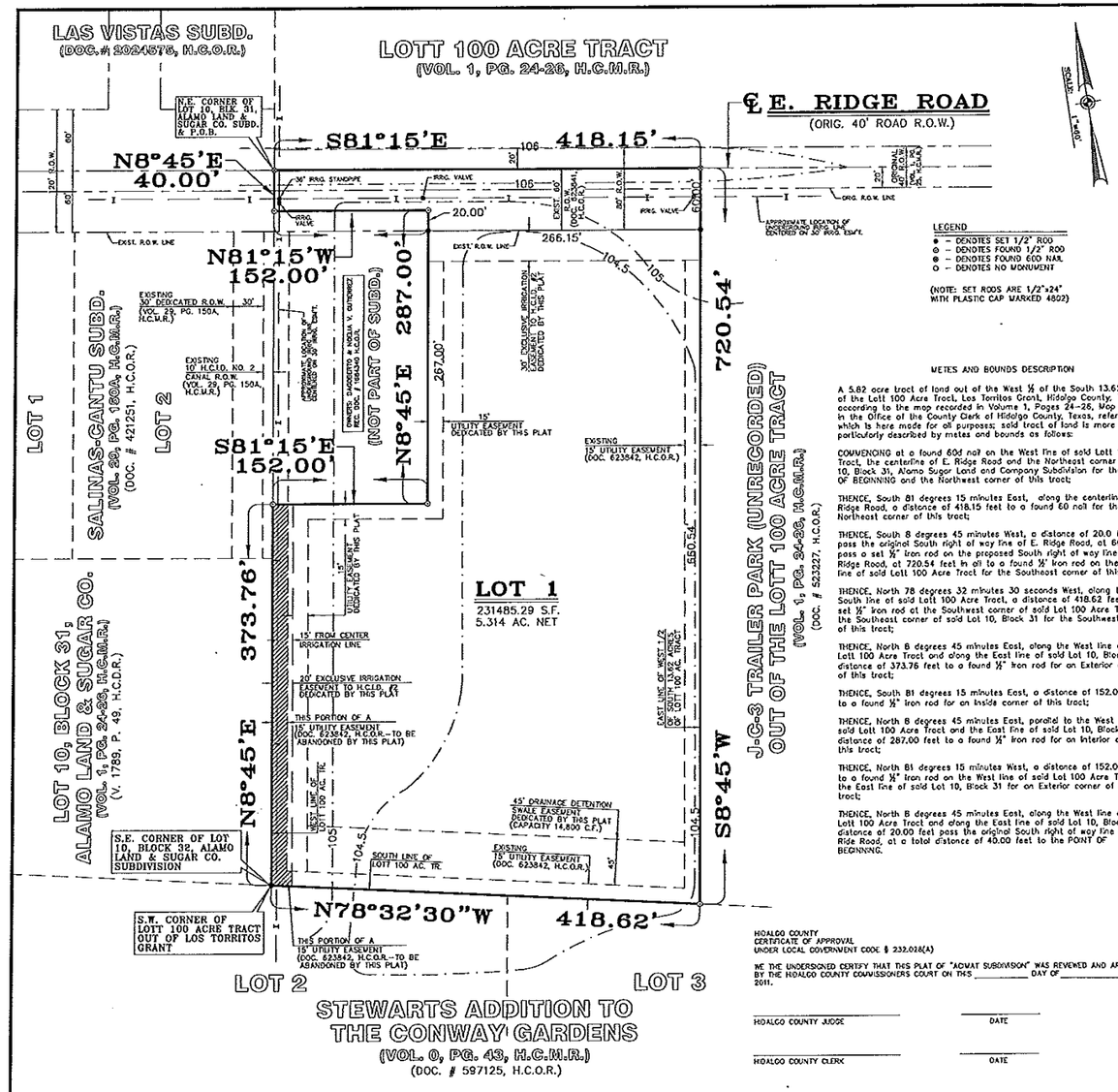
This subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

Water Services will be provided by the City of San Juan. There is an existing six (6) inch waterline on Ridge Road that will serve as the primary source of water for the proposed development.

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on January 25, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Check in the amount of One Thousand Five Hundred Dollars and a check in the amount of Two Thousand Dollars were submitted to the Planning Department and deposited into an Escrow Account. The Cash Deposit will be used to secure the funds for the installation of one septic tank and the construction of the detention pond.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **July 19, 2011.**



METES AND BOUNDS DESCRIPTION

A 5.82 acre tract of land out of the West ½ of the South 13.62 acres of the Lott 100 Acre Tract, Los Torritos Grant, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes; said tract of land is more particularly described by metes and bounds as follows:

COMMENCING at a found 60d nail on the West line of said Lott 100 Acre Tract, the centerline of E. Ridge Road and the Northeast corner of Lot 10, Block 31, Alamo Sugar Land and Company Subdivision for the POINT OF BEGINNING and the Northwest corner of this tract;

THENCE, South 81 degrees 15 minutes East, along the centerline of E. Ridge Road, a distance of 418.15 feet to a found 60 nail for the Northeast corner of this tract;

THENCE, South 8 degrees 45 minutes West, a distance of 20.00 feet pass the original South right of way line of E. Ridge Road, at 60.0 feet pass a set ½" iron rod on the proposed South right of way line of E. Ridge Road, at 720.54 feet in all to a found ½" iron rod on the South line of said Lott 100 Acre Tract for the Southeast corner of this tract;

THENCE, North 78 degrees 32 minutes 30 seconds West, along the South line of said Lott 100 Acre Tract, a distance of 418.62 feet to a set ½" iron rod at the Southwest corner of said Lot 100 Acre Tract and the Southeast corner of said Lot 10, Block 31 for the Southwest corner of this tract;

THENCE, North 8 degrees 45 minutes East, along the West line of said Lott 100 Acre Tract and along the East line of said Lot 10, Block 31, a distance of 373.76 feet to a found ½" iron rod for an Exterior corner of this tract;

THENCE, South 81 degrees 15 minutes East, a distance of 152.00 feet to a found ½" iron rod for an inside corner of this tract;

THENCE, North 8 degrees 45 minutes East, parallel to the West line of said Lott 100 Acre Tract and the East line of said Lot 10, Block 31, a distance of 287.00 feet to a found ½" iron rod for an interior corner of this tract;

THENCE, North 81 degrees 15 minutes West, a distance of 152.00 feet to a found ½" iron rod on the West line of said Lot 100 Acre Tract and the East line of said Lot 10, Block 31 for an Exterior corner of this tract;

THENCE, North 8 degrees 45 minutes East, along the West line of said Lott 100 Acre Tract and along the East line of said Lot 10, Block 31, a distance of 20.00 feet pass the original South right of way line of E. Ride Road, at a total distance of 40.00 feet to the POINT OF BEGINNING.

HIDALGO COUNTY
CERTIFICATE OF APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF "ACIMAT SUBDIVISION" WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS _____ DAY OF _____, 2011.

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

NO.	SHEET	REVISION	DATE	APPROVED
1	1-3	ACKNOWLEDGEMENTS, CERTIFICATIONS, ETC.	1-24-11	A.A.S.

INDEX TO SHEET OF ACIMAT SUBDIVISION

1	LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEERS CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.I.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION; REVISION NOTES.
2	UTILITY LAYOUT (WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP), TOPOGRAPHY LAYOUT; CERTIFICATE FOR OSSF- UTILIZING A LETTER OF CREDIT/CASH DEPOSIT, OWNER ACKNOWLEDGMENT, REVISION NOTES DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; DRAINAGE CALCULATIONS, REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL DRAINAGE SWALE DETAIL, TYPICAL DRAINAGE SWALE CROSS SECTION; TYPICAL WATER SERVICE CONNECTION DETAIL WITH NOTES; SAMPLE OF SOIL EVALUATION REPORT INCLUDING LOG BORE RESULTS FOR OSSF SYSTEM.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, VERONICA AVENDAÑO, AS OWNER (S) OF THE 5.82 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ACIMAT SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
VERONICA AVENDAÑO DATE
P.O. BOX 5784
McALLEN, TEXAS, 78502

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, VERONICA AVENDAÑO KNOWN TO ME THE PERSONS WHOSE NAME SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – CITY OF SAN JUAN
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF SAN JUAN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____ ATTEST: _____ _____
CITY MAYOR DATE CITY SECRETARY DATE
CITY OF SAN JUAN CITY OF SAN JUAN

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN JUAN, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
PLANNING AND ZONING COMMISSION CHAIRMAN DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
BY: GODFREY GARZA, MGR. DATE

STATE OF TEXAS
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE _____ DAY OF _____, 2011.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY
H.C.I.D. NO. 2

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

_____ _____
ARTURO A. SALINAS DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 4802

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

_____ _____
ARTURO A. SALINAS DATE
REG. PROFESSIONAL ENGINEER NO. 64845

HIDALGO COUNTY
CERTIFICATE OF APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF "ACIMAT SUBDIVISION" WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON THIS _____ DAY OF _____, 2011.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF "ACIMAT SUBDIVISION" WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT THIS _____ DAY OF _____, 2011.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

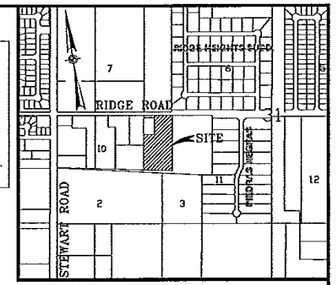
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ ON _____ AND WAS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY, TEXAS, AT O'CLOCK _____ ON _____.

PRINCIPAL CONTACT INFO.

OWNER INFORMATION
VERONICA AVENDAÑO
P.O. BOX 5784
McALLEN, TEXAS 78502
(956) 358-9295

ENGINEER & SURVEYOR INFORMATION
ARTURO A. SALINAS
1524 DOVE AVENUE
McALLEN, TEXAS 78504
(956) 618-5565 (PHONE)
(956) 618-5540 (FAX)
FIRM NAME: ART SALINAS ENGINEERING INC.
FIRM NUMBER: F-5154



VICINITY MAP

SCALE: 1"=1000'

ACIMAT SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 2 IN THE CENTRAL SOUTH SIDE OF HIDALGO COUNTY LYING ON THE SOUTH SIDE OF RIDGE ROAD APPROXIMATELY 1 MILE EAST OF STEWART ROAD (F.M. 2557). THE NEAREST MUNICIPALITY IS THE CITY OF SAN JUAN, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF SAN JUAN (POPULATION 34,334). ACIMAT SUBDIVISION LIES APPROXIMATELY 100 FEET FROM THE CITY LIMITS OF THE CITY'S 1 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
ZONE "B" AREAS LIE BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD AS PER F.I.M.A. FLOOD INSURANCE RATE MAP PANEL NO. 480334-0425-C DATED 11-11-82.
2. BUILDING SETBACKS:
FRONT: 60 FEET.
REAR: 60 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 15 FEET, INCREASE TO 40 FEET FOR THE SOUTH 373.76 FEET OF LOT 1.
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ALL STRUCTURES SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. NO COMMERCIAL USE SHALL BE ALLOWED.
5. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. BENCHMARK IS LOCATED AT THE INTERSECTION OF STEWART ROAD & RIDGE ROAD, TOP OF C.P.S. ELEV. = 107.55, NAVD 1988
7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 14.60 ACRE-FEET (0.34 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS.)
8. NO FILL OR EQUIVALENT STRUCTURES SHALL BE PLACED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. IT SHALL BE RESPONSIBILITY OF THE LOT OWNER TO MAINTENANCE OF THE SWALE.
9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW LESS THAN 18 INCHES MATURE HEIGHT, ENCLUDING GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
10. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF FOR LOT 1.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS WAS BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
13. VERONICA AVENDAÑO, THE OWNER & SUBDIVIDER OF ACIMAT SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
14. CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
15. DRAINAGE SWALES, DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.
16. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT BUILDING PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.
17. LOT 1, ACIMAT SUBDIVISION HAS A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE DETENTION SWALE EASEMENT" AREA. LOT OWNERS OF ACIMAT SUBDIVISION, AND/OR THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE, THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF LOT 1, ACIMAT SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN ACIMAT SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN ACIMAT SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY, TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
18. ALL STRUCTURES SHALL BE CONSTRUCTED WITHIN 500 FEET OF A FIRE HYDRANT. ALL HYDRANTS SHALL BE MUELLER TYPE AND SHALL BE PAINTED YELLOW. FIRE DEPARTMENT SHALL CONDUCT A FLOW TEST AT THE TIME OF INSTALLATION.
19. FUTURE WATER MAINS SHALL BE 8" OR GREATER AND SHALL BE LOOPED.
20. A 5' PUBLIC SIDEWALK IS REQUIRED ALONG THE FRONT OF THE LOT AT THE TIME OF BUILDING PERMIT, IN ACCORDANCE TO THE CITY OF SAN JUAN STANDARDS.
21. JC3 TRAILER PARK CONTAINS WATER WELLS AS PER CITY OF SAN JUAN.

ACIMAT SUBDIVISION

SAN JUAN, TEXAS

A 5.82 ACRE TRACT OUT OF THE WEST 1/2 OF THE SOUTH 13.62 ACRES OF THE LOTT 100 ACRE TRACT, LOS TORRITOS GRANT, HIDALCO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

ART SALINAS
ENGINEERING & SURVEYING
FIRM REG #5154
1524 DOVE AVENUE TEL. (956) 618-5555
McALLEN, TEXAS FAX. (956) 618-5540

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **Paris Ranches Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Paris Ranches Subdivision is a ten (10) lot subdivision located on the West side of Mile 6 West Road approximately 300 feet North of Mile 16 North Road.

The proposed Subdivision lies within the City of Elsa E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 09, 2009. The proposed subdivision lies within Zone "X Not Shaded" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on February 22, 2011. The proposed subdivision plat will dedicate 48.26 feet on Mile 6 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan. Additional Road Right of Way curves an aligns with design approved by Tedsi.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose A. Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by the North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Mile 6 North Road that will serve as the primary source of water for the proposed development.

This subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

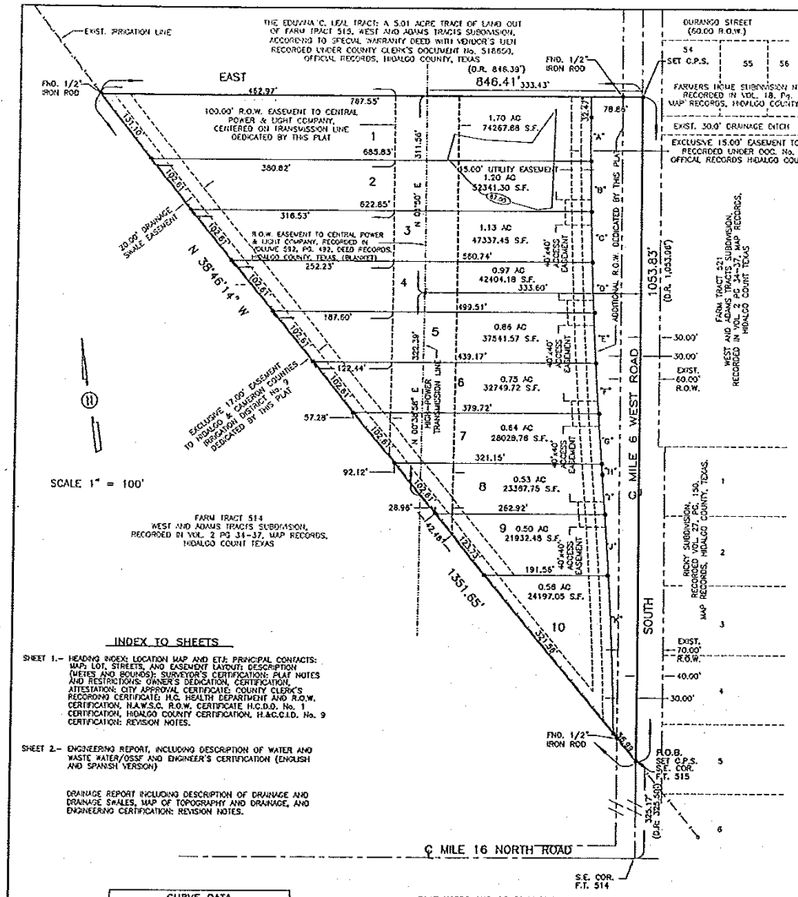
The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on April 26, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Check in the amount of Fifteen Thousand Dollars was submitted to the Planning Department and deposited into an Escrow Account. The Cash Deposit will be used to secure the funds for the installation of ten septic tank systems.
The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **July 19, 2011.**

SUBDIVISION PLAT OF :

PARIS RANCHES

A 10.24 ACRE TRACT OF LAND OUT OF FARM TRACT 515, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 427569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



INDEX TO SHEETS

SHEET 1.- HEADING INDEX LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C. HEALTH DEPARTMENT AND R.O.W. CERTIFICATION; H.A.W.S.C. R.O.W. CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION; HIDALGO COUNTY CERTIFICATION, H.&C.C.I.D. No. 9 CERTIFICATION; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)

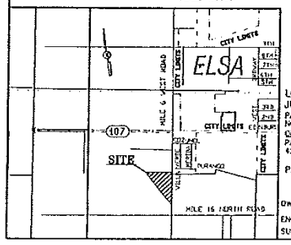
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	00°33'01"	7,262.00'	69.75'
"B"	00°37'53"	7,262.00'	80.01'
"C"	00°37'53"	7,262.00'	80.03'
"D"	00°37'54"	7,262.00'	80.06'
"E"	00°37'55"	7,262.00'	80.10'
"F"	00°37'55"	7,262.00'	80.14'
"G"	00°37'56"	7,262.00'	80.20'
"H"	00°09'11"	7,262.00'	17.20'
"I"	00°30'13"	7,158.00'	62.93'
"J"	00°46'25"	7,158.00'	96.66'
"K"	02°00'10"	7,158.00'	250.92'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP SCALE 1:2000



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
PARIS RANCHES IS LOCATED IN EAST HIDALGO COUNTY ON THE WEST SIDE OF MILE 6 WEST ROAD AND NORTH OF MILE 15 NORTH ROAD, APPROXIMATELY 325.17 FEET EAST FROM THE SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POPULATION 6,456). PARIS RANCHES LIES NEXT TO THE CITY LIMITS AND IS WITHIN THE CITY'S TWO-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PRECINCT 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA PRESIDENT OF BIG DEVELOPMENT CORP.	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

METES AND BOUNDS

A 10.24 ACRE TRACT OF LAND OUT OF FARM TRACT 515, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 427569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS; REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 5 WEST ROAD FOR THE SOUTHEAST CORNER OF FARM TRACT 515 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE; N 38°46'14"W, ALONG THE WEST LINE OF FARM TRACT 515, PASSING A 1/2" IRON ROD FOUND AT 47.92 FEET FOR THE WEST RIGHT OF WAY LINE OF MILE 6 WEST ROAD, A TOTAL DISTANCE OF 1,351.65 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE EDUVINA C. LEAL TRACT (A 5.01 ACRE TRACT OUT OF FARM TRACT 515, WEST AND ADAMS TRACTS, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 516650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE; EAST, ALONG THE SOUTH LINE OF THE EDUVINA C. LEAL TRACT, PASSING A 1/2" IRON ROD FOUND AT 818.41 FEET FOR THE WEST RIGHT OF WAY LINE OF MILE 6 WEST ROAD, A TOTAL DISTANCE OF 846.41 FEET (DEED RECORD: 846.39 FEET) TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF FARM TRACT 515 AND IN THE CENTERLINE OF MILE 5 WEST ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE; SOUTH, ALONG THE EAST LINE OF FARM TRACT 515 AND THE CENTERLINE OF MILE 6 WEST ROAD, A DISTANCE OF 1,053.63 FEET (DEED RECORD: 1,053.56 FEET) TO THE POINT OF BEGINNING AND CONTAINING 10.24 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH RICKY SUBDIVISION, RECORDED IN VOLUME 27, PAGE 150, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

10-29-09
DATE

8.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 43,193.78 CUBIC -FEET 0.99 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

9.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.- ALL LOTS IN PARIS RANCHES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN PARIS RANCHES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF PARIS RANCHES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNER IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING PARIS RANCHES BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN PARIS RANCHES, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN PARIS RANCHES ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE. BY ANY INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

RICHARD A. GARZA
13.- PRESIDENT OF BIG DEVELOPMENT CORPORATION, THE OWNER & SUBDIVIDER OF PARIS RANCHES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

14.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

15.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES.

16.- NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 6 WEST ROAD ON TO LOTS 2 THROUGH 9. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 2 & 3, 4 & 5, 5 & 6 7, AND 8 & 9 TO PROVIDE INGRESS AND EGRESS FROM MILE 6 WEST ROAD.

17.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING IN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NOT SHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

COMMUNITY-PANEL No. 480334 0350 C
EFFECTIVE DATE: JUNE 6, 2000. (MAY 17, 2001 TO REFLECT LOMR)

2.- SETBACKS:

FRONT	50.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET

OR EASEMENT WHICHEVER IS GREATER

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 9. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION. TO VERIFY FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1 - ELEV.=87.54 TOP OF 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF COTTONWOOD ESTATES ON THE NORTH R.O.W. OF S.H. 107, N.A.V.D. 88 DATUM.

6.- LEGEND ● - DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

7.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the tracts and lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on the plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

This easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is

IN WITNESS WHEREOF the said Grantor executed this instrument on this 21st day of June, 2011.

RICHARD A. GARZA
PRESIDENT OF BIG DEVELOPMENT CORPORATION

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PARIS RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PARIS RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____.

HIDALGO COUNTY HEALTH INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF BIG DEVELOPMENT CORPORATION, AS OWNER OF THE 10.24 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PARIS RANCHES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RICHARD A. GARZA
PRESIDENT OF BIG DEVELOPMENT CORPORATION
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

6/21/11
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF BIG DEVELOPMENT CORPORATION known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 21st day of JUNE, 2011

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

LILIA A. QUINTANILLA- NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the PARIS RANCHES was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING COMMISSION OF THE CITY OF ELSA HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT # 9, DATED THIS 24 DAY OF June, 2011

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.&C.C.I.D. #9. NOTICE IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER — 6-24-11 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 93995

6-21-11
DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. — PHONE 956-381-6480
EDINBURG, TEXAS 78539 — FAX 956-381-0527
REGISTRATION NUMBER F-1513 — OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 2 SHEETS	FILENAME: I:\...\PARIS RANCHES\PARIS RANCHES PLAT.dwg			
	DATE PREPARED: JULY 12, 2010	PREPARED BY: E. GONZALEZ	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 20, 2011

RE: **Riviera Ranches No. 2 Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Riviera Ranches No. 2 Subdivision is a thirty seven (37) lot subdivision located Northwest of Valverde Road and Moore Road intersection.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 1, 2010. The proposed subdivision lies within Zone "B" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site detention swales maintained by lot owner with an overflow structure to Valverde Road roadside ditch. The drainage will flow approximately ½ mile South into a down drain discharging to the Donna Irrigation District Canal.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on April 13, 2011. The proposed subdivision plat will dedicate forty five (45) feet on Valverde Road and fifty (50) feet on Moore Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose A. Gonzalez and approved by the Environmental Health Department.

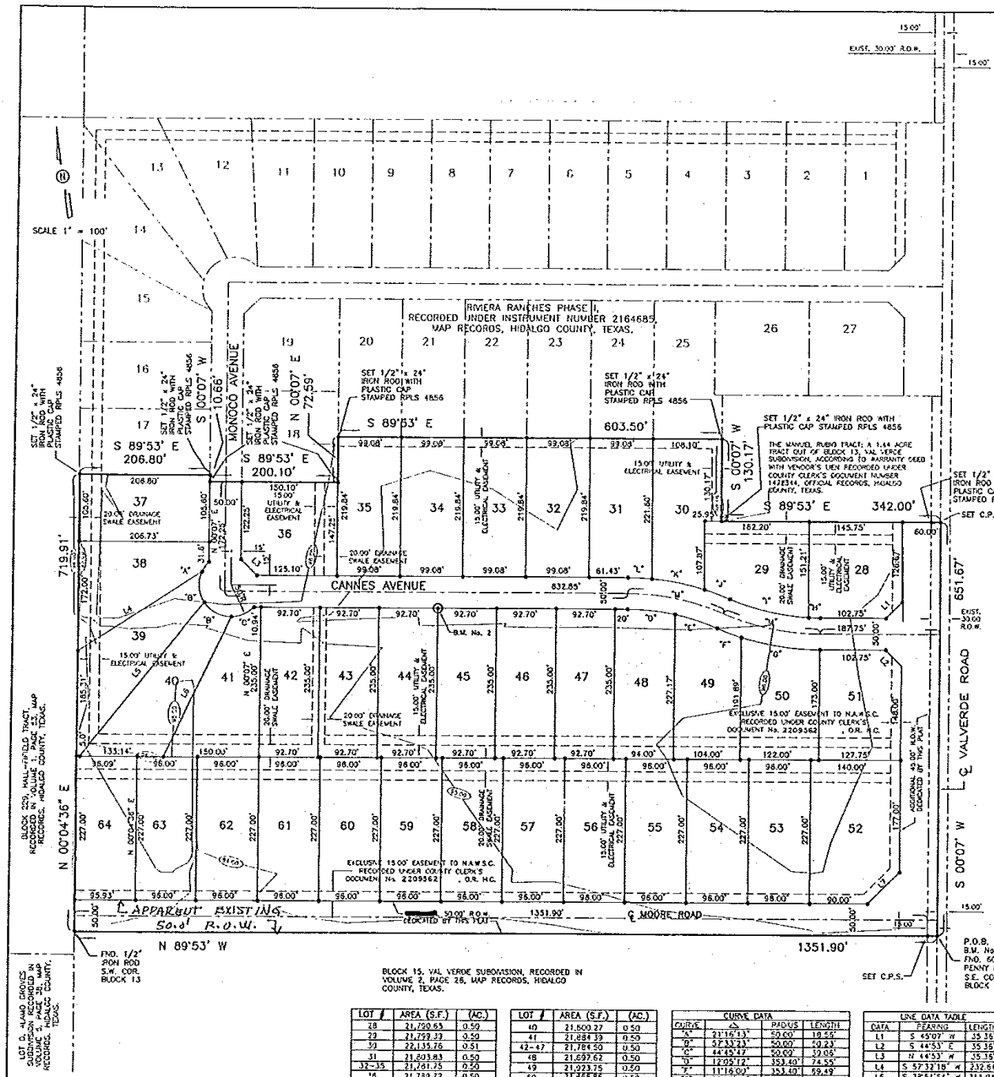
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Valverde Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa on May 12, 2011. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on May 23, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

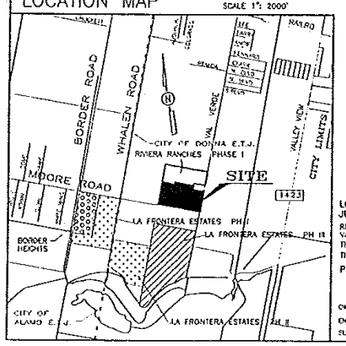
The Subdivider is requesting Final Approval with Financial Guarantee. A Check in the amount of Fifty Five Thousand Five Hundred Dollars was submitted to the Planning Department and deposited into an Escrow Account. The Cash Deposit will be used to secure the funds for the installation of thirty seven septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **July 19, 2011.**



LOCATION MAP

SCALE 1": 2000'



LOT #	AREA (S.F.)	(AC.)
28	21,750.65	0.50
29	21,759.33	0.50
30	22,135.76	0.51
31	21,803.83	0.50
32-35	21,761.75	0.50
36	21,759.72	0.50
37	21,792.22	0.50
38	21,841.00	0.50
39	21,664.00	0.50

LOT #	AREA (S.F.)	(AC.)
40	21,800.27	0.50
41	21,884.39	0.50
42-47	21,784.50	0.50
48	21,697.62	0.50
49	21,923.75	0.50
50	21,868.85	0.50
51	21,755.25	0.50
52	30,530.00	0.70
53-63	21,792.00	0.50
64	21,791.44	0.50

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	21°16'13"	50.00'	18.56'
"B"	57°33'23"	50.00'	50.23
"C"	44°45'47"	50.00'	39.05
"D"	12°09'12"	353.00'	74.55'
"E"	11°16'09"	353.00'	69.49'
"F"	05°45'00"	403.00'	40.46'
"G"	17°35'12"	403.00'	123.74'
"H"	02°55'10"	353.00'	18.01'
"I"	20°26'02"	353.00'	128.04'
"J"	6°04'39"	403.00'	42.73'
"K"	11°55'14"	403.00'	83.93'
"L"	05°21'16"	403.00'	37.70'
"M"	23°31'14"	378.00'	154.24'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°07' W	35.36'
L2	S 44°53' E	35.36'
L3	N 44°53' W	35.36'
L4	S 57°32'18" W	232.61'
L5	S 38°51'54" W	311.04'
L6	S 25°25'47" W	213.37'
L7	S 45°07' W	70.71'

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVIERA RANCHES PHASE II SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20__

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVIERA RANCHES PHASE II SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20__

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RIVIERA RANCHES PHASE II, IS LOCATED IN SOUTH HIDALGO COUNTY ON THE NORTHWEST CORNER OF THE INTERSECTION OF MOORE ROAD AND VALVERDE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846), RIVIERA RANCHES PHASE II, LIES APPROXIMATELY 0.68 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021, AND LIES IN PCT. No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6395	(956)381-9321
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING).

COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

2.– SETBACKS:

FRONT	25.00 FEET
FRONT-GARAGE/CARPORT	18.00 FEET
REAR	35.00 FEET
SIDE	7.00 FEET
CORNER SIDE	10.00 FEET
CUL-DE-SAC	25.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 29 THROUGH 50.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP CENTERLINE OF STREET, CENTERLINE OF PAVEMENT, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS CERTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV. 34.24 LOCATED ON 60D PENNY NAIL FOUND ON THE SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEV. 33.19 LOCATED 1/2" IRON ROD SET IN CONC. W/ DISK LOCATED AT NORTHWEST CORNER OF LOT 43. N.A.V.D. 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 16,191.90 CUBIC FEET (1.22 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

RICHARD A. GARZA, PRESIDENT
9.– PRESIDENT OF GARCO MANAGEMENT, L.L.C. THE OWNER & SUBDIVIDER OF RIVIERA RANCHES PH. II RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

10.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– LEGEND •– DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED

14.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES.

15.– ALL LOTS IN RIVIERA RANCHES PHASE II ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN RIVIERA RANCHES PHASE II TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF RIVIERA RANCHES PHASE I THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR ADMINISTRATIVE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS CONTAINING RIVIERA RANCHES PHASE II BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN RIVIERA RANCHES PHASE II, THE COUNTY AND DRAINAGE DISTRICT MAY ABANDON THE EASEMENTS ON THE PROPERTY AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN RIVIERA RANCHES PHASE II ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

16.– AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE BE REQUIRED FOR SCHOOL, COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

17.– LOTS 28, 51 AND 52 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO VALVERDE ROAD, UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL AND HAVE DOUBLE FRONTAGE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND ALONG CANNES AVENUE TO DENY ACCESS ONTO LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 10 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

INDEX TO SHEETS

SHEET 1.– HEADING (NODE): LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; FCD NO.1 AND DONNA IRR. DIST. CERTIFICATION; M.A.S.S.C. R.O.W. EASEMENT; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; CONTRACTION DETAILS; REVISION NOTES.

SUBDIVISION PLAT OF:

RIVIERA RANCHES PHASE II

A 22.62 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2063670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 22.62 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2063670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 60D PENNY NAIL FOUND IN THE CENTERLINE OF VALVERDE ROAD FOR THE SOUTHEAST CORNER OF BLOCK 13 AND THE SOUTHEAST CORNER OF THIS TRACT,

THENCE: N 89°53' W, ALONG THE SOUTH LINE OF BLOCK 13, PASSING A COTTON PICKER SPINDLE SET AT 15.00 FEET FOR THE WEST RIGHT OF WAY LINE OF VALVERDE ROAD, A TOTAL DISTANCE OF 1,351.90 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF BLOCK 13 AND THE SOUTHWEST CORNER OF THIS TRACT,

THENCE: N 00°04'36" E, ALONG THE WEST LINE OF BLOCK 13, A DISTANCE OF 719.91 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4855 SET FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE: S 89°53' E, A DISTANCE OF 206.80 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT,

THENCE: S 00°07' W, A DISTANCE OF 10.66 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT,

THENCE: S 89°53' E, A DISTANCE OF 200.10 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4855 SET FOR AN INTERIOR CORNER OF THIS TRACT,

THENCE: N 00°07' E, A DISTANCE OF 72.59 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT,

THENCE: S 89°53' E, A DISTANCE OF 603.50 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4859 SET FOR ON THE WEST LINE OF THE MANUEL RUBIO TRACT (1.44 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1628344, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR AN EXTERIOR CORNER OF THIS TRACT,

THENCE: S 00°07' W, ALONG THE WEST LINE OF THE MANUEL RUBIO TRACT, A DISTANCE OF 130.17 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4855 SET FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT,

THENCE: S 89°53' E, ALONG THE SOUTH LINE OF THE MANUEL RUBIO TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4855 SET AT 327.00 FEET FOR THE WEST RIGHT OF WAY LINE OF VALVERDE ROAD, A TOTAL DISTANCE OF 342.00 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF BLOCK 13 AND IN THE CENTERLINE OF VALVERDE ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE: S 00°07' W, ALONG THE EAST LINE OF BLOCK 13 AND THE CENTERLINE OF VALVERDE ROAD, A DISTANCE OF 651.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 22.62 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH FRONTERA ESTATES PHASE II, RECORDED IN VOLUME 54, PAGES 197-199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4855

12-22-2009
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to construct, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this ____ day of May 2011

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), GARCO, Ltd., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, GARCO MANAGEMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY ITS PRESIDENT, RICHARD A. GARZA, AS OWNER OF THE 22.62 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE HEREON SHOWN RIVIERA RANCHES PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THAT DEPARTMENT;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I FURTHER CERTIFY THAT ALL WATERS DESCRIBED IN THIS PLAT ARE WITHIN MY BOUNDARIES AND COMPLETE.

5/19/11
DATE

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO., Ltd. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 19th day of May 2011

LISA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

Lisa A. Quintanilla
LISA A. QUINTANILLA-Notary Public

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the RIVIERA RANCHES PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on _____.

ATTEST: _____ date
Hidalgo County Judge

_____ date
Hidalgo County Clerk

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 16th DAY OF May, 2011

PRESIDENT — DATE
SECRETARY — DATE

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING COMMISSION — DATE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF DONNA, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR — CITY CLERK

DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 95534

5-19-11
DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

No.	Date	By	Revision	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENG-NEERING.COM

RIVIERA RANCHES\DONNA\RIVIERA RANCHES SUBDIVISION PH II\RIVIERA-PLAT PH II				
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY	SHEET NO. 1
12-22-2009	LLPE			OF 3 SHEETS
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: _____

HIDALGO COUNTY VERIFICATION CERTIFICATE OF PLAT AND UTILITY STATUS FOR RE-CONNECTION OR RE-LOCATION OF UTILITY SERVICE

Name of Subdivision: Hcdd1 / Linda Vista Pump, Mission TX

Lot: _____ Block: _____

Metes & Bounds legal description: (Please attach metes & bounds exhibit)

Name of Person: Godfrey Garza Telephone No.: 956 292-7080

Address: 902 N. Doolittle

City: Edinburg State: Texas Zip code: 78542

Signature of Owner: Godfrey Garza (Person Signing Must be the Name Shown on the Deed or Provide Notarized Affidavit Authorizing Signature on behalf of owner)

FOR COUNTY USE ONLY

Approved by Environmental Health: _____ Inspection/Permit No.: _____ Date: _____

[ ] Re-Connection of water meter _____

[ ] Disconnect Temporary Pole and Re-locate Electric Meter to new home:

- [ ] AEP (CPL) ESI No.: _____
- [ ] Magic Valley Acct. No.: _____
- [ ] Other: _____

[✓] Re-connect Electric Service to: [ ] Existing Structure [ ] Temporary Pole

- [✓] AEP (CPL) ESI No.: 10032799468619000
- [ ] Magic Valley Acct No.: _____
- [ ] Other: _____

AEP order No. 947076002

This form serves to notify that the above Subdivision Plat has satisfied the requirements of the Hidalgo County Certificate of Plat and Utility Status under Texas Local Government Code, Section 232.028 (b). The County has issued the original Certificate and this is only a verification that utility service has been provided to the above listed address and this request is for re-connection or transfer of service.

_____ _____

Hidalgo County Planning Department Authorized Signature Date

ON-SITE INSPECTION FORM
PLANNING DEPARTMENT
County of Hidalgo

Rev. 08-26-10

Raul E. Sesin, P.E., CFM
Planning Administrator

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Application No: _____ Date: 7/19/11

Name: HCDD#1 Telephone No.: 956 292-7080

Subdivision: Linda Vista Pump.

Lot: _____ Block: _____ Tract: _____

Location: 25 Linda Vista 85, Mission TX 78572

Type of Inspection

- ☐ Setback Inspection
- ☐ Ready to Pour Foundation
- ☐ Check if any Improvements are on the Property
- ☐ Gather Pictures/Information of Site
- ☐ Check if Drainage Swale has been covered
- ☐ Agriculture/Landscaping ☐ Light ☐ Water
- ☐ Verify Removal of 2nd Structure for Compliance with Affidavit
- ☐ Check if Existing Structure can be removed (Before Affidavit is Offered)
- ☐ Other: _____
- ☐ Complaint: _____
- ☐ Request for T-Pole Light Service
- ☐ Request for Relocation of Light Service
- ☐ Request for Permanent Light Service
- ☑ Request for Re-Connection of Light Service
- ☐ Request for 1st Time Water Service
- ☐ Request for Water Meter Re-Connection

Commercial Only:

Parking Lot: ☐ Asphalt ☐ Concrete ☐ Caliche ☐ None Size: _____

Detention Area: ☐ Existing ☐ Under Construction ☐ None

☐ Approved ☐ Denied Comments: _____

Attachments: _____ Noticed Issued: ☐ Yes ☐ No

Notice Left with/on: _____ Notice No: _____

Inspector: _____ Date On-Site Inspection Conducted: _____

AI-27591 **18. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

CAPTION

Discussion and approval of accepting participation from Golf View Estates Property Owner Inc. in the amount of $50,397.81 for road improvements of Golf View Estates Phase I & Phase II.

BACKGROUND

Precinct #3 will provide labor and equipment.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Precinct #3 will provide labor & equipment.

Attachments

Ck Copy

map

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/19/2011
Perla Lopez	Perla Lopez	07/20/2011 02:36 PM
Auditor's Office	Arcilia Duran	07/22/2011 02:01 PM
Purchasing Department	Marty Salazar	07/22/2011 02:10 PM

Form Started By: Norma Ceballos Started On: 07/19/2011 03:02 PM

Final Approval Date: 07/22/2011

GOLF VIEW ESTATES
PROPERTY OWNERS INC
7424 COUPLES CR
MISSION TX 78572

796

88-8546/3149

7/19/2011
Date

Pay to the Order of County of Hidalgo $50,397.81

Fifty Thousand Three Hundred Ninety Seven and 81/100 Dollars

Security Features Details on Back.

LA JOYA AREA FEDERAL CREDIT UNION
P.O. Box 1300
La Joya, Texas 78560
(956) 585-6207

For Street Repair Precinct #3

Arnold L Clark

MP

⑆314985468⑆00111270000⑈ 0796

Harland Clarke

GUARDIAN SAFETY® YELLOW

ENDORSE HERE

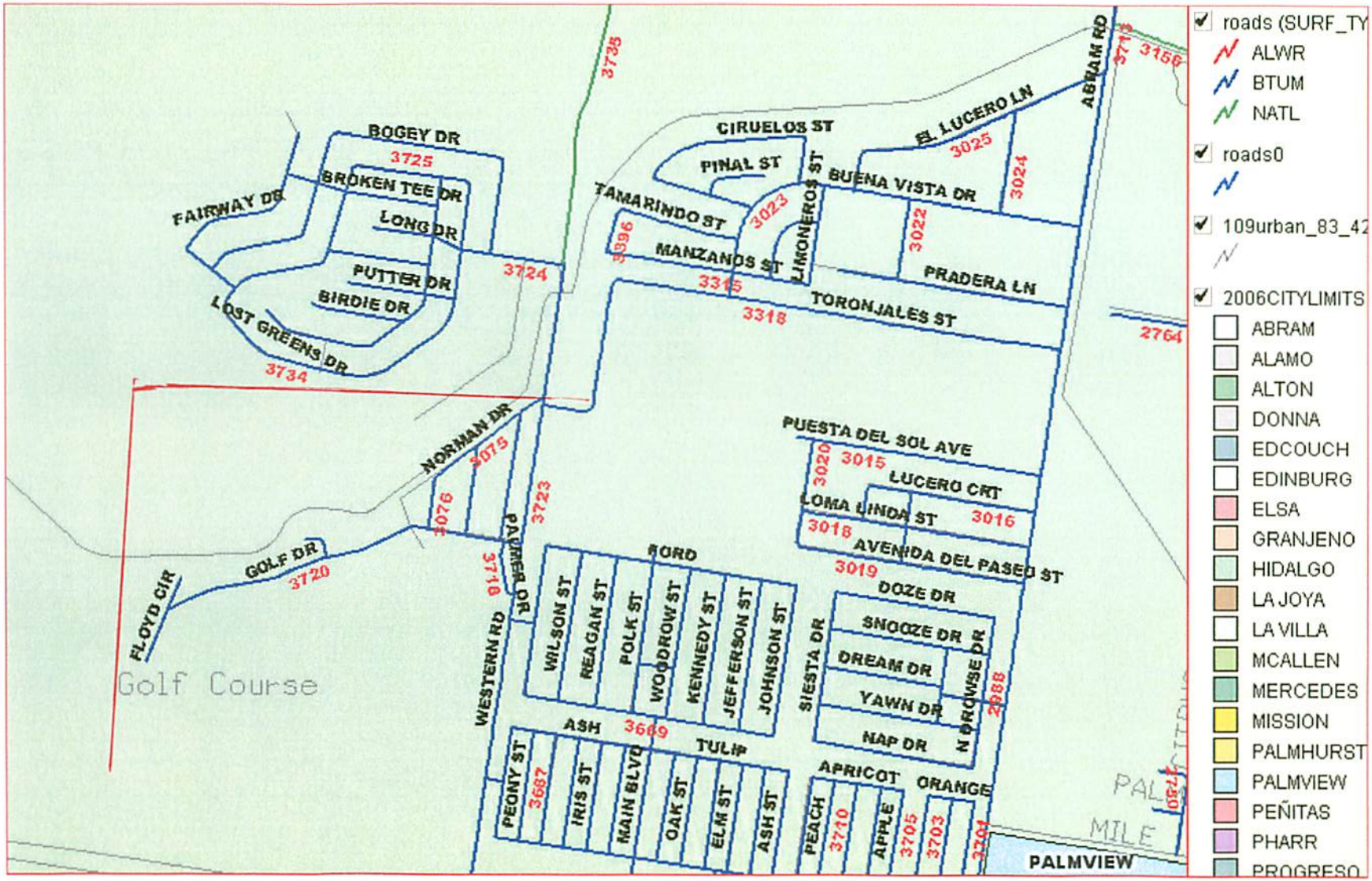
X

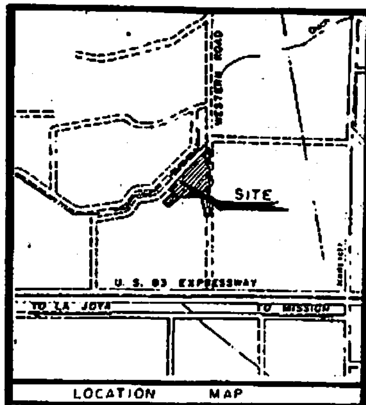
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Security Features exceed industry standards and include:
- Patented Security Weave® pattern on the
- [illegible] to deter check fraud by [illegible]
- [illegible] printed on front and back
- [illegible] ORIGINAL DOCUMENT" clearly
- [illegible]
- [illegible] on front and back

Do not accept if
- [illegible] features listed above are missing
- [illegible]
- [illegible] ink on back looks pick or has disappeared
- [illegible] stains and colored spots appear on both
- [illegible]
- [illegible] "VOID" appears clearly to the right

[illegible]


BOGEY DR
3725
BROKEN TEE DR
FAIRWAY DR
LONG DR
PUTTER DR
BIRDIE DR
LOST GREENS DR
3734
3724
3735
CIRUELOS ST
PINAL ST
TAMARINDO ST
3023
3396
MANZANOS ST
LIMONEROS ST
EL LUCERO LN
3025
BUENA VISTA DR
3024
3022
PRADERA LN
3315
3318
TORONJALES ST
ABRAM RD
3156
2764
NORMAN DR
3075
3076
PUESTA DEL SOL AVE
3020
3015
LUCERO CRT
LOMA LINDA ST
3016
3018
AVENIDA DEL PASEO ST
3019
3723
PALMER DR
3716
FORD
DOZE DR
SNOOZE DR
DREAM DR
YAWN DR
NAP DR
N BROWSE DR
2988
SIESTA DR
WILSON ST
REAGAN ST
POLK ST
WOODROW ST
KENNEDY ST
JEFFERSON ST
JOHNSON ST
WESTERN RD
ASH
3689
TULIP
PEONY ST
3687
IRIS ST
MAIN BLVD
OAK ST
ELM ST
ASH ST
APRICOT
ORANGE
PEACH
3710
APPLE
3705
3703
3701
3750
PALMVIEW
MILE
GOLF DR
3720
FLOYD CIR
Golf Course
roads (SURF_TY
ALWR
BTUM
NATL
roads0
109urban_83_42
2006CITYLIMITS
ABRAM
ALAMO
ALTON
DONNA
EDCOUCH
EDINBURG
ELSA
GRANJENO
HIDALGO
LA JOYA
LA VILLA
MCALLEN
MERCEDES
MISSION
PALMHURST
PALMVIEW
PEÑITAS
PHARR
PROGRESO

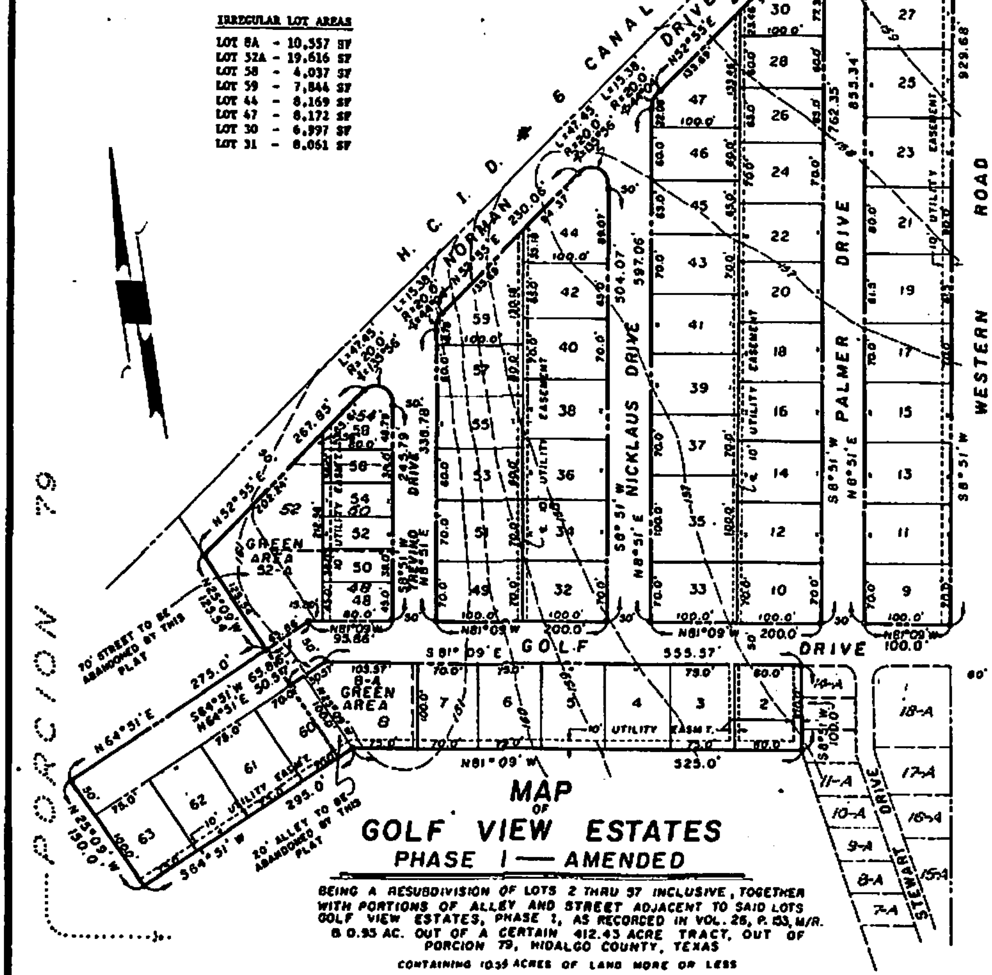


NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION FOR LOTS SHALL BE 14" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT.
2. ANTICIPATED HIGHWATER ELEVATION FOR 100 YEAR STORM WILL NOT POND ON THIS PROPERTY.
3. THIS PROPERTY FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL #480334 0400 C, DATED 11-16-82.
4. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
   FRONT - 14 FT
   REAR - 5 FT OR TO EASEMENT LINE, WHICHEVER IS GREATER
   SIDE (INTERIOR) - 6 FT. EXCEPT LOTS 48,50,52,54,56 & 58, WHICH SHALL BE "0" IF FIRE RATED WALLS PROVIDED.
   SIDE (STREET) - 10 FT.
   REAR SIDE ON WESTERN ROAD - 30 FEET
5. ONE DWELLING PER LOT.
6. NO SIDEWALKS REQUIRED.
7. NO ENTRY ALLOWED ON LOTS ADJACENT TO WESTERN AVE.
8. GREEN AREA TO BE MAINTAINED BY GOLF COURSE ASSOCIATION.

IRREGULAR LOT AREAS

LOT 8A	10,357 SF
LOT 32A	19,616 SF
LOT 58	4,037 SF
LOT 59	7,844 SF
LOT 44	8,169 SF
LOT 47	8,172 SF
LOT 30	6,997 SF
LOT 31	8,061 SF



MAP OF GOLF VIEW ESTATES

PHASE I — AMENDED

BEING A RESUBDIVISION OF LOTS 2 THRU 37 INCLUSIVE, TOGETHER WITH PORTIONS OF ALLEY AND STREET ADJACENT TO SAID LOTS GOLF VIEW ESTATES, PHASE 1, AS RECORDED IN VOL. 26, P. 153, M/R. & 0.95 AC. OUT OF A CERTAIN 412.43 ACRE TRACT, OUT OF PORCION 79, HIDALGO COUNTY, TEXAS

CONTAINING 10.35 ACRES OF LAND MORE OR LESS

METES AND BOUNDS

[illegible]

346114

APPROVED FOR RECORDING BY COMMISSIONERS COURT

WILLIAM "BILLY" LEO, COUNTY CLERK

HIDALGO COUNTY PLANNING DEPT.

BY:

DATE:

Recorded in Volume 28 Page 151A of the map records of Hidalgo County, Texas.
Melden and Hunt, Inc.
County Surveyor

BY:

PREPARED BY
FABIAN, NELSCO & MEDINA, INC.
320 N. 15TH STREET
MCALLEN, TEXAS 78501

SCALE 1" = 50'   DATE: JUNE 24, 1992

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS GOLFVIEW ESTATES, PHASE 1-A, A SUBDIVISION TO HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

JACK MARTIN
P.O. BOX 1459
MISSION, TX 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JACK MARTIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF ________, 1992.

NOTARY PUBLIC

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR #1390 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

PLINIO C. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR
MCALLEN, TEXAS

THIS PLAT APPROVED BY THE HIDALGO MUNICIPAL DISTRICT NO. 1 ON THIS DAY OF ________ A.D., 1992.

SECRETARY

JACK MARTIN, MANAGER

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF MISSION

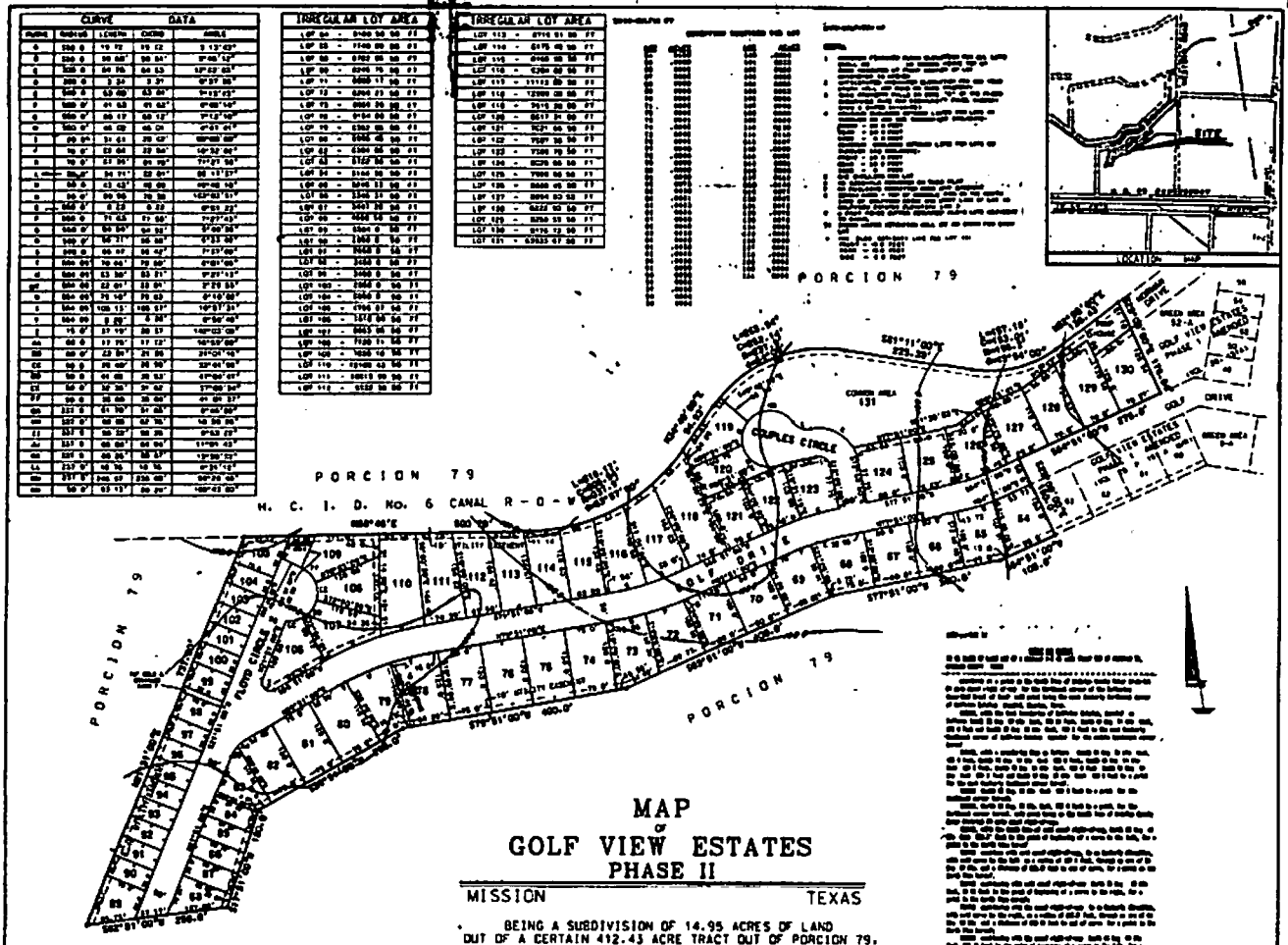
STATE OF TEXAS
COUNTY OF HIDALGO

I, STEPHEN SPOOR, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION NO. 56751

VOL. 28 PG. 151A

VOL. 30 PG. 38



MAP
OF
GOLF VIEW ESTATES
PHASE II

MISSION TEXAS

BEING A SUBDIVISION OF 14.95 ACRES OF LAND
OUT OF A CERTAIN 412.43 ACRE TRACT OUT OF PORCION 79,
HIDALGO COUNTY, TEXAS

PREPARED BY:
FABIAN, NELSON & MEDINA, INC.
320 N 15th STREET, MCALLEN, TEXAS
SCALE: 1"= 100' DATE: 9-12-94

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE " GOLF VIEW ESTATES, PHASE II " SUBDIVISION TO HIDALGO COUNTY, TEXAS AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED

RICHARD MARTIN
7208 WEST EXPRESSWAY
MISSION, TEXAS, 78572

Recorded in Volume 30 Page 35
of the map records of Hidalgo
County, Texas
Deputy

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD MARTIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED GIVEN UNDER MY HAND AND SEAL OF OFFICE. THIS THE 16th DAY OF December, 1994.

NOTARY PUBLIC

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL SURVEYOR # 1950 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

PLINIO C. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR
McALLEN, TEXAS

I, THE UNDERSIGNED MAYOR OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF MISSION

APPROVED FOR RECORDING BY HIDALGO CO. PLANNING DEPT. DATE 12-16-94

Checked for correctness on 4/7/95

THIS PLAT APPROVED BY THE HIDALGO MUNICIPAL DISTRICT NO. 1 ON THIS 16th DAY OF December A. D., 1994

JACK MARTIN, MANAGER

APPROVED FOR RECORDING BY COMMISSIONERS COURT
This the 4th day of April
JOSE ELOY PULIDO, County Clerk
Hidalgo County, Texas
By Deputy

STATE OF TEXAS
COUNTY OF HIDALGO

I, STEPHEN SPOOR, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

9-12-95

REGISTERED PROFESSIONAL ENGINEER

AI-27647 **19. A.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

CAPTION

Discussion, consideration, and approval of First Amendment to Economic Development Agreement with First Hartford Realty and the City of Edinburg regarding Reinvestment Zone Number One, City of Edinburg, TX and the development known generally as "The Shoppes at Rio Grande Valley".

BACKGROUND

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 08:03 AM
Manuel Chapa	Erika Zamora	07/21/2011 10:29 AM
Roland Garcia	Rolando Garcia	07/22/2011 02:35 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Erika Reyna Started On: 07/20/2011 04:09 PM

Final Approval Date: 07/22/2011

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT WITH FIRST HARTFORD REALTY CORPORATION REGARDING CITY OF EDINBURG, TEXAS REINVESTMENT ZONE NUMBER ONE AND THE DEVELOPMENT KNOWN GENERALLY AS "THE SHOPPES AT RIO GRANDE VALLEY"

WHEREAS, pursuant to Ordinance No. 07-3211 adopted by the City Council of the **CITY OF EDINBURG, TEXAS** (the "***City***") on September 4, 2007 (the "***Zone Ordinance***"), the City approved the creation of the **REINVESTMENT ZONE NUMBER ONE, CITY OF EDINBURG, TEXAS** (the "***Zone***") in accordance with the provisions of Chapter 311, Texas Tax Code, as amended; and

WHEREAS, prior to the adoption of the Zone Ordinance, the City, **HIDALGO COUNTY, TEXAS** (the "***County***"), the **EDINBURG ECONOMIC DEVELOPMENT CORPORATION** (the "***EEDC***"), a non-profit corporation created by the City and organized pursuant to Section 4A of the Development Corporation Act of 1979 (originally enacted as Article 5190.6, Vernon's Texas Civil Statutes, now codified under Chapters 501 - 505, Texas Local Government Code), the **CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION** (the "***LGC***"), a non-profit corporation organized under Subchapter D of Chapter 431 of the Texas Transportation Code, as amended, and **FIRST HARTFORD REALTY CORPORATION**, a Delaware corporation (the "***Developer***"), entered into an Economic Development Agreement, dated as of February 20, 2007 (the "***Development Agreement***"), which set forth the respective party's rights and obligations in connection with the development and construction by the Developer of a retail shopping center in the City (now generally known as "*The Shoppes at Rio Grande Valley*"), which is further described therein (the "***Project***"), and the potential reimbursements to be provided to the Developer by the City, the County and the EEDC; and

WHEREAS, the Development Agreement requires the Developer to complete the following amount of square footage of the Project by the following respective date:

(i) on or before March 31, 2010 - at least 267,000 square feet of retail space for occupation by retail tenants within the Zone;

(ii) on or before March 31, 2011 - at least 534,000 square feet of retail space for occupation by retail tenants within the Zone; and

(iii) on or before March 31, 2012 - at least 800,000 square feet of retail space for occupation by retail tenants within the Zone;

all of which is more fully set forth in <u>*Exhibit E*</u> thereto and in the definitions of the following terms "First Phase Projected Completion Date," "Second Phase Projected Completion Date," and "Final Projected Completion Date"; and

WHEREAS, the Developer fully satisfied its obligations to complete at least 267,000 square feet of retail space by March 31, 2010; however, due primarily to the economic downturn experienced nationwide over the last several years, the Developer was unable to meet the

development requirements for March 31, 2011 as described above and does not expect it will be able to meet the development requirements for March 31, 2012 as described above; and

WHEREAS, the Development Agreement provides certain penalties for failure of the Developer to meet the development requirements set forth in the Development Agreement; and

WHEREAS, in a letter to the City Manager of the City, dated March 25, 2011, the Developer has requested that the Development Agreement be amended in a manner which will permit the completion of the remaining phases of the Project on a timeline that the Developer believes is achievable under the current economic conditions; and

WHEREAS, in recognition of the good faith effort that the Developer has made to date to complete the Project under economic conditions which are significantly more adverse than when the Development Agreement was entered into, the parties to the Development Agreement deem it necessary and appropriate to amend the Development Agreement as set forth in this First Amendment;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. AMENDMENTS TO CERTAIN DEFINITIONS. The terms "Final Projected Completion Date" and "Second Phase Projected Completion Date" as set forth in Article II of the Development Agreement are hereby amended in their entirety to read as follows:

"Final Projected Completion Date" means March 31, 2014.

"Second Phase Projected Completion Date" means March 31, 2013.

SECTION 2. AMENDMENT TO EXHIBIT E. *Exhibit E* attached to the Development Agreement is hereby amended and replaced in its entirety with the form of *Exhibit E* attached to this First Amendment.

SECTION 3. NO OTHER MODIFICATIONS INTENDED. Except to the extent specifically modified by the provisions of this Agreement, all other provisions of the Development Agreement are to remain in full force and effect.

SECTION 4. INCORPORATION OF RECITALS. The City, the County, the EEDC, the LGC, and the Developer hereby find that the statements set forth in the recitals of this Agreement are true and correct, and the City, the County, the EEDC, the LGC, and the Developer hereby incorporate such recitals as a part of this First Amendment.

SECTION 5. COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

SECTION 6. APPROVALS. This First Amendment has been duly approved on behalf of the City, County, the EEDC, and the LGC by their respective governing bodies, and on and on behalf of the Developer through its authorized representative.

[*The remainder of this page intentionally left blank*]

IN WITNESS HEREOF, the City, the County, the EEDC, the LGC, and the Developer have made and executed this Agreement, which is hereby dated and effective as of the ____ day of June, 2011.

FIRST HARTFORD REALTY CORPORATION,
a Delaware corporation

By:_____
Name:_____
Title:_____

CITY OF EDINBURG, TEXAS

ATTEST:

By:_____
Name:_____
Title:_____

_____
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By:_____
Name:_____
Title:_____

CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION

By:_____
Name:_____
Title:_____

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name:_____
Title:_____

_____
County Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
County Attorney

Exhibit E

Description of construction phases:

On or before March 31, 2011 Developer will have constructed 348,000 square feet of retail space within the TIF zone.

On or before March 31, 2013, Developer will cause the construction of at least 574,000 square feet of retail space within the TIF Zone.

On or before March 31, 2014, Developer will cause the construction of at least 800,000 square feet of retail space within the TIF Zone.

AI-27581 **20. A. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Monica Badillo, DBM **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

CAPTION

Children's Advocacy Center d/b/a Estrella's House (1100):
1. Discussion, consideration, and action regarding funding request from the Children's Advocacy Center, d/b/a Estrella's House.
2. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
3. Approval of 2011 appropriation of funds for the Child Advocacy Center in the amount of $50,000.00.
4. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by the County Auditor.

BACKGROUND

Monies are to be unreserved by Auditor's office from acct #1-1100-250-10-000-002-0-000 "Reserved F/B-Economic Development".

Funds in the amount of $33,909.65 in relation to the FY 2010 unclaimed capital credits from electric coops were deposited at the County Treasurer's office on 7-19-11 (refer to receipt #148146); revenue acct #1-1100-363-00-000-000-0-000 "Gen. Fund-Escheats"

Funds request to State Comptroller's office for the unclaimed capital credits for FY 2010 was approved by CC on 7-5-11 (refer to AI #27336, 6.D.)

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-444-20-110-057-0-843

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

BUDGETARY IMPACT:

Monies are to be unreserved by Auditor's office from acct #1-1100-250-10-000-002-0-000 "Reserved F/B-Economic Development". Funds available as of 7-20-11.

Funds in the amount of $33,909.65 in relation to the FY 2010 unclaimed capital credits from electric coops were deposited at the County Treasurer's office on 7-19-11 (refer to receipt #148146); revenue acct #1-1100-363-00-000-000-0-000 "Gen. Fund-Escheats"

Funds request to State Comptroller's office for the unclaimed capital credits for FY 2010 was approved by CC on 7-5-11 (refer to AI #27336, 6.D.)

Attachments

Child Advocacy Center funds request appropriation
TX Comptroller letter & Co. Receipt
LGC 381.004

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	07/21/2011 04:23 PM
Budget & Management	Merlen P. Munoz	07/21/2011 04:29 PM
Sylvia Solis	Sylvia Solis	07/22/2011 11:43 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Ivan Cantu Started On: 07/18/2011 03:37 PM

Final Approval Date: 07/22/2011

CHILDREN'S ADVOCACY CENTER OF HIDALGO, INC.
525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764
WWW.CACHIDALGO.ORG

"BREAKING THE CYCLE OF ABUSE, ONE CHILD AT A TIME"

Executive Officers:

Bobby Garcia, President, Harley Davidson, Owner
Tina Martin V.P. Retired Business
Lorena Castillo, Treasurer, CPA Negrete Associates
Sandra Garcia, Secretary, Region One Education Center

Hidalgo County Board Members:

Magdalena G. Hinojosa, Hidalgo Co., Asst. District Attorney
Sgt. Joel Morales, McAllen P.D.
Dr. Carolina G. Huerta UT-Pan American Nursing Dept.
Betzabel Guerra, CPS Program Director
Ricardo "Rick" Guerrero, Hidalgo Co. Juvenile Probation
Linda Kostenko, Therapist
Karen Griffin Munoz, Therapist
Daniel Torres, Target Store Director
Stephanie Cassity, Frost Bank
Lori Ragsdale, New York Life Insurance Agent
Ray Villarreal Jr. Farmers Insurance District Manager
Alicia Hernandez, Care Plus Home Health, Inc.
Melissa F. Neuhaus

Starr County Board Members:

Heriberto Silva, Starr County District Attorney
Alonzo Alvarez, Retired Teacher
Miguel Villarreal, Bilingual Director RGCISD

Executive Director:
Roberto M. Garcia, MS

05/13/2011

Attn: Honorable Ramon Garcia
Hidalgo County Judge
100 E. Cano, Second Floor
Edinburg, TX 78539

RE: 381.004 (f) of the Local Government Code

Dear Judge:

It is that time of year when the Children's Advocacy Center requests funding assistance from the 381.004 (f) of the Local Government Code: Section (f) states "The commissioner's court of a county may support a children's advocacy center that provides services to abused children." As you may know or not know it was you and your administration that recommended and implemented this program initiative on your first term as Hidalgo County Judge from 2003 to 2007. Since past administration have taken your advice and leadership in implementing this funding stream program to better strengthen our Mission. Last year commissioner court supported the center in the amount of $50,000 from this funding source and other funding sources.

As a community-based nonprofit established in June 2000, we are responsible for meeting the needs of child abuse victims by providing child forensic interviews conducted by trained interviewers, medical examinations, mental health psychological services, victim support and advocacy, case review using a multidisciplinary team, and tracking of case progress and outcomes etc. How quickly and well we do this is critical in determining how victims cope, first, with the immediate crisis and, later, with their recovery from the crime.

The long term impact of the services offered by the Children's Advocacy Center to the population living in Hidalgo and underserved Starr Counties has been substantial, fundamental, and indispensable. The impact of our project's services on the community has been substantial in various ways: (1.) Since 2001, the total number of victims served has increased an incredible 1,000%; (2.) Each year the center continues to serve an ever-increasing number of victims who need our services (from 2009 to 2010 the number of victims served increased by **56%**). We have videotaped child interviews of **9,500** sexually abused children of which **50% (4,250)** are referred by the Hidalgo County Sheriff Office. Moreover, we have been averaging **450** child forensic interviews per year **since 2004**.

In fact, "Last year alone, more than (1,052) new child abuse cases were reported to the Children Advocacy Center of Hidalgo County. The serious nature of this problem is of major concern because children in our community are being victimized and robbed of their childhood. We have an obligation as a community non-profit to recognize and deal with this perpetuating cycle of abuse. Studies show that abused children who get early professional assistance are more likely to succeed in dealing and coping with the abuse. With early intervention, we can help break the cycle of abuse and, more importantly, significantly increase a child's chances of becoming a healthy adult and a good parent.

However, we currently find ourselves fiscally stressed and operating with a 20% budget decrease for the first time in ten years, as we struggle through a severe and extended recession. With slow economic growth, the prospects of private donations have been decreased by 90% year-to-date.

United Way of South Texas
Serving Hidalgo & Starr Counties

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 5/13/11 BY:

CHILDREN'S ADVOCACY CENTER OF HIDALGO, INC.
525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764
WWW.CACHIDALGO.ORG

"BREAKING THE CYCLE OF ABUSE, ONE CHILD AT A TIME"

As we navigate the unfamiliar tides for our current budget and the never ending demand for child abuse services we are formally requesting funding support from **Funding Source 381.004 of the Local Government Code or other funding sources in the amount of $50,000 at the same level as last year.** The requested funding will continue to put us in the forefront of providing vital victims services by filling needed child forensic interviews, medical and mental health services to child abuse victims throughout Hidalgo County using multi-disciplinary team approach (MDT) a team approach.

It is our sincere belief that a community united together to combat child abuse can make a possible higher quality of life and a safer place for all children to live. We are extremely appreciated of your unwavering commitment, support and the county commissioners in fight against child abuse. Thank you for being a champion for Abused Kids!

We look forward to continue working with you in a productive partnership so we can sow the seeds of hope in rebuilding their lives; re-join the community, and developing trust and confidence in the criminal justice system. Should you have any questions regarding this matter, please feel free to call me at (956) 287-9754. On behalf of the Board of Directors, we thank you for your time, your consideration, and your help in fighting the scourge of child abuse.

Thank You and God Bless,

Roberto M. Garcia, MS
Executive Director-CACHC

CHILDREN'S ADVOCACY CENTERS

United Way
United Way of South Texas
Serving Hidalgo & Starr Counties

CC: Valde Guerra, Commissioner's Court Executive Budget Officer
CC: Monica Badillo, Commissioner's Court Administrator

DATE: July 26, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Child Advocacy Center

ACCOUNT NUMBER: 1-1100-444-20-110-057-0-843

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-444-20-110-057-0- 843	Child Advocacy Center-	Aid to Nongovt Agency	50,000.00
		TOTAL BUDGET INCREASE (DECREASE)	50,000.00

REASON: To fund request for funding for the Children's Advocacy Center d/b/a Estrella's House. **Note: Monies are to be unreserved by Auditor's office from acct #1-1100-250-10-000-002-0-000 "Reserved F/B-Economic Development".**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

SUSAN COMBS

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

July 14, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioner's Court
1615 S. Closner Blvd., Suite J
Edinburg, Texas 78539

Dear Judge Garcia:

Enclosed is a warrant for $33,909.65 that represents the capital credits from electric cooperatives for Hidalgo County, reported to the Comptroller's office in 2010 as unclaimed property. These funds do not include property that has been claimed and property with a state of last known address other than Texas.

If you have any questions, I can be reached at 1-800-531-5441, extension 3-1072 or locally in Austin at 512/463-1072.

Sincerely,

Elisa A. Flores

Elisa A. Flores
Holder Reporting Section
Unclaimed Property Division

Enclosure

RECEIVED
JUN 18 2011
COUNTY JUDGE

Texas Comptroller of Public Accounts

125052837 JULY 13, 2011

TREASURY WARRANT NO.
125052837

071211 0001 902 9JMD1322 17460007176 058
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY THIRTY THREE THOUSAND NINE HUNDRED NINE DOLLARS AND 65/100 $33,909.65

TO HIDALGO COUNTY COMMISSIONERS COURT
STE J
1615 S CLOSNER BLVD
EDINBURG, TX 78539-5718

VOID AFTER
08/31/2013

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈125052837⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 148146

Received From: ST.COMPTROLLER UNCLAIMED 07/18/11 Date 07/19/11

1	125052837	2010 UNCLAIMED ELECTRIC CO-OPS	1-1100-363-00-000-000-0-000	33,909.65

Total: **33,909.65**

Check Total	33,909.65
Cash Total	.00
Credit Total	.00
Other Total	.00

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE B. COUNTY PLANNING AND DEVELOPMENT

CHAPTER 381. COUNTY DEVELOPMENT AND GROWTH

Sec. 381.004. COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS IN CERTAIN COUNTIES. (a) In this section:

(1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.

(2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.

(3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.

(4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the county;

(4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded county contracts;

(6) to support comprehensive literacy programs for the benefit of county residents; or

(7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

(1) contract with another entity for the administration of the program;

(2) authorize the program to be administered on the basis of county commissioner precincts;

(3) use county employees or funds for the program; and

(4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the

comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code, as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

Added by Acts 1989, 71st Leg., ch. 1060, Sec. 3, eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1037, Sec. 3, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 254, Sec. 1, eff. May 22, 2001; Acts 2001, 77th Leg., ch. 1154, Sec. 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 1275, Sec. 2(109), eff. Sept. 1, 2003.

AI-27671 **20. A. 2.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Sergio Cruz **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

CAPTION

Pct. 1-4 Rd Maint (1200):
Approval of 2011 appropriation of funds into Pcts 1-4 Rd Maint in the total amount of $868,776.00 to fund fuel expenditures.

BACKGROUND

Co. Wide R&B Fund Balance is being appropriated into Pcts 1-4 Rd Maint accounts at an allocation of 25% per precinct ($217,194.00).

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-12X-00X-0-62(

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

BUDGETARY IMPACT:

Appropriation of funds from Co. Wide R & B fund balance into Pct. 1-4 Rd Maint accounts in the amt of 217,194 per precinct to fund fuel expenditures.

Funds available in the Co. Wide R & B unreserved f/b as of 7-22-11.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/22/2011 08:40 AM
Ivan Cantu	Ivan Cantu	07/22/2011 09:06 AM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Erika Zamora Started On: 07/21/2011 05:00 PM

Final Approval Date: 07/22/2011

DATE: July 26, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1-4

ACCOUNT NUMBER: 1-1200-431-00-12X-00X-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 ext. 5416

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-121-005-0- 626	Pct. 1 Rd Maint.	Gasoline/Diesel	217,194.00
1-1200-431-00-122-006-0- 626	Pct. 2 Rd Maint	Gasoline/Diesel	217,194.00
1-1200-431-00-123-005-0- 626	Pct.3 Rd Maint	Gasoline/Diesel	72,994.00
1-1200-431-00-123-005-0- 672	Pct.3 Rd Maint	Equip & Veh R&M Supplies	109,200.00
1-1200-431-00-123-005-0- 679	Pct.3 Rd Maint	Other R&M Supplies	25,000.00
1-1200-431-00-123-005-0- 664	Pct.3 Rd Maint	Other Minor Equipment	10,000.00
1-1200-431-00-122-007-0- 626	Pct. 4 Rd Maint	Gasoline/Diesel	217,194.00
		TOTAL BUDGET INCREASE (DECREASE)	**868,776.00**

REASON: Appropriation from Co. Wide R&B F/B into Pct. 1-4 Rd Maint accounts to fund fuel expenditures & other operating expenditures through year end.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-27622 **21. A. 4.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Purchasing **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

Requesting authority to advertise and approval of requirements for a Request for Proposal for Professional Consulting Services for Countywide Water and Sewer Infrastructure Study-Hidalgo County

Projected Advertising dates: 07/30/11
08/06/11
Projected RFP Acceptance date: 08/17/11

BACKGROUND

Evaluation Criteria will be provided prior to advertising of project by the County Judges Office (Erika Reyna)

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1287-465-20-110-070-9-311

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

BUDGETARY IMPACT:

Available balance as of 7-22-11 $119,016.91

Attachments

Draft Requirements

RFP

Form Review

Inbox	Reviewed By	Date
Manuel Chapa	Manuel Chapa	07/22/2011 11:44 AM
Darlene Betancourt	Darlene Betancourt	07/22/2011 11:49 AM
Purchasing Department (Originator)	Darlene Betancourt	07/22/2011 11:49 AM
Purchasing Department (Originator)	Darlene Betancourt	07/22/2011 11:50 AM

Form Started By: Nielda Cavazos Started On: 07/20/2011 11:53 AM

Final Approval Date: 07/22/2011

EXHIBIT A

QUALIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSALS

"Professional Consulting Services for Countywide Water and Sewer Infrastructure Study"

RFP No:

Hidalgo County Hidalgo County is seeking proposals from qualified firms interested in providing Consulting Services for the Countywide Water and Sewer Infrastructure Study. This project will be funded through a grant under the U.S. Department of Commerce, Economic Development Administration. Any contract award as a result of this solicitation is contingent upon funding availability from the Economic Development Administration Grant Program. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of proposals for the provision of **"Professional Services for the Countywide Water and Sewer Infrastructure Study"** as specified herein. Statements of proposals will be accepted until **9:30 A.M., Wednesday, _____, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP Number:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
New Administration Building	New Administration Building
2812 So. Business Hwy 281	2802 So. Business Hwy 281
Edinburg, Texas 78539	Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposals:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, _____ 2011 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire <u>each</u> year that a contractual relationship or negotiation is pending with the County.

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Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **<u>COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.</u>**

<u>PARTICIPANT'S AFFIDAVIT</u>: Prior Contract award, respondents to this RFP/Q must submit a signed Participant's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Participant's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Participant's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Participant's Affidavit.

NON-COLLUSION: Submitters, by submitting the signed Participant's Affidavit, certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

<u>NON-DISCRIMINATION</u>: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

<u>PROCESSING TIME FOR PAYMENT</u>: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF STATEMENTS OF QUALIFICATIONS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: Hidalgo County requires submitters, when hand delivering statements of proposals, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in BLUE INK**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM: The term of the agreement will be through September 31, 2011.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II-RFP/Q REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROJECT OVERVIEW: Hidalgo County is seeking Statements of Proposals from qualified firms interested in providing professional engineering and planning services for the Countywide Water and Sewer Infrastructure Study. This project will be funded through a grant under the Economic Development Administration. A contract award is contingent upon the availability of funds from the Economic Development Administration.

FIRM QUALIFICATIONS:

- Must have demonstrated experience in providing planning and design services;
- Must have demonstrated experience in similar projects;

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: The professional firm(s) should provided copies of their license(s), certificates and a copy of their Professional Liability Insurance in the response.

INITIAL SCOPE OF SERVICES:

The proposed infrastructure study will be a complement to the Hidalgo County Comprehensive Economic Development Strategy (CEDS) and be the first countywide evaluation of existing water and sewer infrastructure. Hidalgo County does not have any water and sewer facilities, but there is a need to have a water and sewer infrastructure study that contains information of all such facilities and infrastructure in the county for continued economic development. The end product will be a plan that delineates the infrastructure improvements needed to sustain future

growth. The evaluation of existing infrastructure will allow all local entities to identify the prime areas for growth and plan for improvements that will allow them to attract economic development to the region. The proposed infrastructure study is, therefore, an integral step to achieve the economic goals identified in the CEDS.

A consultant will be hired to:

- Evaluate water and sewer infrastructure working with local municipal staff
- Analyze anticipated growth in Hidalgo County and make infrastructure improvement recommendations
- Prepare a conceptual plan of water and sewerage infrastructure, including potential service areas to support future growth
- Prepare preliminary costs to expand infrastructure to accommodate planned growth

The study will include, but not limited to the following:

1. Identification of water and sewer systems
2. Analysis current capacity of water and wastewater treatment systems
    - Compile electronic files or paper copies of documents and maps showing current water distribution and/or sanitary sewer collection systems
    - Analyze recent studies of water and sewer facilities
    - Analyze treatment processes, mechanical and other systems related data
3. Identification of current population served by the utilities including number of service connections
4. Analysis of anticipated population growth rate for the next ten years
5. Provide recommendations based on scheduled or anticipated growth, system upgrades, or new constructions
    - Consider historical problems and obstacles including operational difficulties, regulatory compliance, land use restrictions, public impact and complaints, and funding
6. Recommend funding sources that may be available for development of water and sewer infrastructure

As part of this study, Hidalgo County seeks to further define the purpose and benefit of the project, identify potential partnership opportunities and identify funding sources for project implementation.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated after the ranking by Commissioners' Court of the top three most qualified firms.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFP/Qs.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

RFP/Q SUBMISSION: An original and seven (7) copies of RFP/Q's shall be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281
New Administration Building
Edinburg,Texas 78539

All RFPs must be submitted by no later than 9:30 a.m. on Wednesday, _____, 2011.

EXHIBIT A

QUALIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSALS

"Professional Consulting Services for Countywide Water and Sewer Infrastructure Study"

RFP No:

Hidalgo County Hidalgo County is seeking proposals from qualified firms interested in providing Consulting Services for the Countywide Water and Sewer Infrastructure Study. This project will be funded through a grant under the U.S. Department of Commerce, Economic Development Administration. Any contract award as a result of this solicitation is contingent upon funding availability from the Economic Development Administration Grant Program. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of proposals for the provision of **"Professional Services for the Countywide Water and Sewer Infrastructure Study"** as specified herein. Statements of proposals will be accepted until **9:30 A.M., Wednesday, _____, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP Number:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
New Administration Building	New Administration Building
2812 So. Business Hwy 281	2802 So. Business Hwy 281
Edinburg, Texas 78539	Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposals:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, _____ 2011 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

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Hidalgo County Purchasing Department
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New Administration Building
Edinburg,Texas 78539

All RFPs must be submitted by no later than 9:30 a.m. on Wednesday, _____, 2011.

AI-27613 **21. A. 5.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Marty Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

a)Recommendation to reject submitted Statements of Qualifications received only and as yet unopened for the Request For Qualifications- No 2011-175-07-20-YZV "Legal Consultant to Assist with Negotiation of Contracts" . Approval to cancel the current project "Legal Consultant to Assist with Negotiation of Contracts"

b) Authority to re-advertise a new Request for Qualifications Project titled: "Professional Architectural and Engineering Consultants to assist Hidalgo County with the Negotiation of Professional Services Contracts". Approval to modified qualifications, requirements and scope of services (i.e procurement packet) to be developed and drafted by the Purchasing Department for presentation to CC for final approval.

c) Approval to retain the Statements of Qualifications received for RFQ No 2011-175-07-20-YZV "Legal Consultant to Assist with Negotiation of Contracts" and continue/proceed with the next step of the procurement process: to select and designate a grading committee to score and grade the SOQs.

BACKGROUND

Attachments

Marty's Email on Project

ACCEPTANCE SHEET

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 03:47 PM
Rosalinda Cantu	Rosie Cantu	07/20/2011 04:56 PM
Martha Salazar	Nielda Cavazos	07/22/2011 09:03 AM
Rosalinda Cantu	Erika Zamora	07/22/2011 04:07 PM
Damaris San Miguel	Damaris San Miguel	07/22/2011 04:24 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Yolanda Velasquez Started On: 07/20/2011 09:14 AM

Final Approval Date: 07/22/2011

From:	Martha Salazar
To:	"ramon garcia"; joel.quintanilla@co.hidalgo.tx.us; "The Honorable Hector Tito Palacios, Commissioner, Precinct No. 2"; "The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3"; "Joseph Palacios"; valde.guerra@co.hidalgo.tx.us; "Sergio Cruz"
Cc:	"Yolanda Chapa"; paguilar@ramongarcia-law.com; eduardo.gonzalez@co.hidalgo.tx.us; "Raul Silguero"; "Raul Lozano"; "Mona"; mingo.villarreal@co.hidalgo.tx.us; marcos.lopez@co.hidalgo.tx.us; "Humberto Garza"; gloria.beltran@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us; "Oscar Garza"; "Yolanda Velasquez"
Subject:	Status-Consultant to Assist in Contract Negotiations and Master Planning Services Consultant Ranking
Date:	Wednesday, July 20, 2011 1:59:45 PM
Attachments:	RFQ #2011-175 Legal Consultant to Assist with Negotiation of Contracts (254 KB).msg
Importance:	High

To All:
Status report on the above referenced projects:

1-Consultant to Assist in Contract Negotiations- Three (3) statements of qualifications received today at the Purchasing Department (list attached hereto). On Monday, July 18, 2011, Hon. Ramon Garcia, Hidalgo County Judge requested a meeting with purchasing staff (particularly those charged with negotiation duties) along with Mrs. Yolanda Chapa. Discussions focused on the need to engage assistance through a consultant that has "expertise" in the areas of architecture and engineering. Matching of services/tasks/work required by user departments to reasonable and customary fees and charges is (in the Judge's view) crucial in negotiating a final agreement that is in the best interest of the County and vendor and is vigilant of budgetary factors/constraints. The Purchasing Staff gained very important insight from the Judge's comments and rationale. In the end, we believe that the better approach will be to secure consulting services contracts with architectural and engineering firms. This would require (in my opinion) changing the focus from legal services to assist in negotiating to engaging an architectural and engineering firms as consultants with the condition that neither firms or individual professionals CANNOT contract with Hidalgo County for any other projects. In addition, we will eliminate possible duplication of legal services by both the assistant district attorney and legal counsel for CC. I will place an item on next week's agenda to give CC the option to proceed with the submitted Statements of Qualifications received today (but as yet unopened) or to reject and cancel the present procurement and re-advertise and new Request for Qualifications under the optional format/approach described. Please keep in mind that this is a new pilot project for the County and the first attempt may not suit the ultimate intent of the Court.

2-Master Planning Services Consultant for Courthouse-On June 14, 2011, CC took action to nominate three (3) architectural firms from the County's approved pool. To date only four of the five scoring sheets have been returned. It appears that the fifth and last scores will be forwarded to the Purchasing Department today. An agenda item will be placed on next Tuesday's CC agenda to rank the firms and proceed to negotiate a consulting services contract. Purchasing staff will attempt to finalize an agreement as soon as possible in order get approval by CC. Thereafter a "workshop" can be scheduled to discuss and direct the firm on priorities and options dealing with the Courthouse, the City of Edinburg, need for urgent space to accommodate new courtrooms and departments housed in leased facilities.

If you require any further information or assistance regarding these matters, please feel free to contact me at 956-292-7611 or 956-789-7233.

Yours truly,

Marty Salazar

Martha L. Salazar, **CPPB**
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE JULY 20, 2011 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY – **LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS**

*****Acceptance of SOQ Only –Not Opened*****

RFQ NO: 2011-175-07-20-YZV | **BUYER:** Yolanda Velasquez

RFQ	NAME OF COMPANY	ACKNOW-LEDGED	ADDENDUM 1 DATED:
#1	Law Office of Jacques Treviño	√	?
#2	Prodigy Construction Management	√	?
#3	Espinoza Law Firm, LLC	√	?
#4			
#5			
#6			
#7			
#8			

AI-27645 **21. B. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Comm. Joel Quintanilla, Pct. #1 **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

A. Request and recommendation by Hon. Joel Quintanilla, Commissioner, Hidalgo County Pct. #1 to cease (in this case not commenced) the negotiation process with the number ranked vendor, GAS Enterprises, Inc., cancel the Construction Manager project and the approved method of construction (conventional) so as to consider Construction Manager at Risk as an alternative method of construction for the design and construction of a new building for Hidalgo County's Hon. Celestino Avila, Hidalgo County Constable, Pct.1;

B. Authority to advertise an RFQ pursuant to process dictated under Texas Local Government Code, Chapter 271, Section, .118 for the engagement of a Construction Manager at Risk for the design and construction of a new building for Hon. Celestino Avila, Constable, Hidalgo County Pct. #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 1-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Attachments

Construction Manager for Pct 1 Constable Backup email

Form Review

Inbox	Reviewed By	Date
Purchasing Department (Originator)	Marty Salazar	07/21/2011 01:20 PM

Form Started By: Marty Salazar Started On: 07/20/2011 04:06 PM

Final Approval Date: 07/21/2011

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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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	3	2	1

c. Authority for the Purchasing Department to negotiate a professional (Construction Management Services) contract with the No. 1 ranked firm of G.A.S. Enterprises 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
1	Purchasing Department (Originator)	Nielda Cavazos	06/30/2011 11:53 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 01:02 PM	APRV
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

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, July 14, 2011 4:20 PM
To: 'Joel Quintanilla'; 'Eduardo Gonzalez'; 'gas107@aol.com'; 'Edo'; 'Moises Salazar'; 'Noe Montez'; 'hccp1@co.hidalgo.tx.us'; 'leticia.saenz@co.hidalgo.tx.us'; 'Richard Sunday'; 'Oscar Garza'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: FW: Negotiation Meeting Schedule-Construction Management Services For "Design and Construction Of A New Constable Building Project

Let this serve as a formal notice of the ***re-schedule*** of date and time of the ***negotiation meeting for the Construction Management Services*** in connection to the "Design and Construction Of A New Constable Building" project, as per request from Precinct No. 1 due to an unforeseen matter.

Meeting will be at **11:00 AM, Wednesday, July 20, 2011**, same place, Precinct No. 1's Conference Room, located at 1902 Joe Stevens Avenue in Weslaco.

Please call me should there be any questions and or concerns regarding this notice.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Eduardo Gonzalez [mailto:Eduardo.gonzalez@co.hidalgo.tx.us]
Sent: Thursday, July 14, 2011 3:57 PM
To: 'Evangelina Garcia'
Subject: RE: Negotiation Meeting Schedule-Construction Management Services For "Design and Construction Of A New Constable Building Project

Vangie,

What is the possibility of rescheduling tomorrow's meeting until (Wednesday) July 20,2011. Same time, same place.

Please advise,

Eddy

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, July 14, 2011 9:51 AM
To: 'Joel Quintanilla'; 'Eduardo Gonzalez'; 'Edo'; gas107@aol.com; 'Richard Sunday'; 'Moises Salazar'; leticia.saenz@co.hidalgo.tx.us; 'Noe Montez'; avilacele@yahoo.com; hccd1@co.hidalgo.tx.us
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Negotiation Meeting Schedule-Construction Management Services For "Design and Construction Of A New Constable Building Project

Let this serve as a formal request to attend a negotiation meeting for the Construction Management Services in connection to the "Design and Construction Of A New Constable Building" project.

Purchasing Department has requested and reserved Precinct No. 1's Conference Room for said meeting.

Meeting will be at 11:00 AM, July 15, 2011 at Precinct No. 1's Conference Room, located at 1902 Joe Stevens Avenue in Weslaco.

Please call me should there be any questions and or concerns regarding this notice.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Rocio Villarreal

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, July 18, 2011 3:36 PM
To: 'ramon garcia'; 'The Honorable Hector Tito Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Joseph Palacios'; valde.guerra@co.hidalgo.tx.us; 'Sergio Cruz'; sheriff.trevino@hidalgoso.org; avilacele@yahoo.com
Cc: 'Yolanda Chapa'; 'Raul Lozano'; 'Raul Silguero'; 'Mona'; mingo.villarreal@co.hidalgo.tx.us; marcos.lopez@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us; Anacleto.Martinez@hidalgoso.org; 'Rocio Villarreal'; 'Moises Salazar'; darlene.betancourt@co.hidalgo.tx.us
Subject: FW: Current Construction Manager Contracts for Sheriff's Sub-station and Constable in Pct. #1
Attachments: FW: C-11032B-06-14 Prodigy Construction Management LLC (26.7 KB); 2011-056-Pool of Consruction Management Services (86.8 KB); Texas Local Government Code Section 271-117 and 118 Construction Manager... (45.1 KB)

Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, July 18, 2011 3:14 PM
To: 'joel.quintanilla@co.hidalgo.tx.us'; 'eduardo.gonzalez@co.hidalgo.tx.us'
Cc: 'Rocio Villarreal'; 'darlene.betancourt@co.hidalgo.tx.us'; 'Moises Salazar'
Subject: Current Construction Manager Contracts for Sheriff's Sub-station and Constable in Pct. #1
Importance: High

Commissioner Quintanilla:
You called and inquired about the agreements for construction manager services in connection with the design and construction for both the Sheriff's Sub-station and Constable in Precinct #1. As I understand (from your description and desire), you would prefer (due to significant potential cost savings) that the conventional construction (e.g. general contractor) be replaced with the construction manager taking charge of all the trades and services and building out both projects. The Sheriff's sub-station project has a finalized contract attached for your review and comment with Prodigy Construction Management Services, LLC. I have also included the scopes of services that are detailed in the County's original procurement packet for the development of an "approved" pool of construction management service providers. On the other hand, for the Constable's New Offices, we are in negotiations with the number-one ranked firm of GAS Enterprises. The scope of services will be modeled from the original services detailed in the RFQ for Construction Management Service Providers as per Texas Local Government Code, Chapter 271, Section .117.

However, none of the services listed in the County's procurement packet provide for the services for Construction Manager at Risk (which appears to be what you are recommending). I am attaching the statute for CMAR under Texas Local Government Code, Chapter 271, Section .118. To date, Commissioner's Court has not selected this method of construction but rather conventional construction (i.e. an architect to design and a bid for a general contractor to construct). At this point, the finalized contract between Hidalgo County and Prodigy cannot be amended to convert the scope of work to CMAR. In the project for the design and construction of a constable's new office building, CC would need to cease negotiations with the number one ranked vendor, GAS Enterprises, cancel the project and change the method of construction to CMAR and follow the procurement of same under Chapter 271.118.

We await your comments and direction. IF you require any further information or assistance regarding this matter, please do not hesitate to contact us.

Yours truly,
Marty

Martha L. Salazar, **CPPB**
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

Sec. 271.117. CONTRACTS FOR FACILITIES: CONSTRUCTION MANAGER-AGENT. (a) A governmental entity may use the construction manager-agent method for the construction, rehabilitation, alteration, or repair of a facility. In using that method and in entering into a contract for the services of a construction manager-agent, a governmental entity shall follow the procedures prescribed by this section.

(b) A construction manager-agent is a sole proprietorship, partnership, corporation, or other legal entity that provides consultation to the governmental entity regarding construction, rehabilitation, alteration, or repair of the facility. A governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

(c) Before or concurrently with selecting a construction manager-agent, the governmental entity shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the engineer or architect is not a full-time employee of the governmental entity, the governmental entity shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code. The governmental entity's engineer or architect may not serve, alone or in combination with another person, as the construction manager-agent unless the engineer or architect is hired to serve as the construction manager-agent under a separate or concurrent procurement conducted in accordance with this subchapter. This subsection does not prohibit the governmental entity's engineer or architect from providing customary construction phase services under the engineer's or architect's original professional service agreement in accordance with applicable licensing laws.

(d) A governmental entity shall select a construction manager-agent on the basis of demonstrated competence and qualifications in the same manner as provided for the selection of engineers or architects under Section 2254.004, Government Code, except that notice must be published as provided by Section 271.112(d).

(e) A governmental entity using the construction manager-agent method shall procure, in accordance with applicable law, a general contractor, trade contractors, or subcontractors who will serve as the prime contractor for their specific portion of the work.

(f) The governmental entity or the construction manager-agent shall procure in accordance with Section 2254.004, Government Code, all of the testing of construction materials engineering, the inspection services, and the verification testing services necessary for acceptance of the facility by the governmental entity.

Added by Acts 2001, 77th Leg., ch. 1409, Sec. 5, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 1276, Sec. 14A.793, eff. Sept. 1, 2003.

Sec. 271.118. CONTRACTS FOR FACILITIES: CONSTRUCTION MANAGER-AT-RISK. (a) A governmental entity may use the construction manager-at-risk method for the construction, rehabilitation, alteration, or repair of a facility. In using that method and in entering into a contract for the services of a construction manager-at-risk, a governmental entity shall follow the procedures prescribed by this section.

(a-1) In this section "facility" means an improvement to real property.

(b) A construction manager-at-risk is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the governmental entity regarding construction during and after the design of the facility.

(c) Before or concurrently with selecting a construction manager-at-risk, the governmental entity shall select or designate an engineer or architect who shall prepare the construction

documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the engineer or architect is not a full-time employee of the governmental entity, the governmental entity shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code. The governmental entity's engineer, architect, or construction manager-agent for a project may not serve, alone or in combination with another, as the construction manager-at-risk unless the engineer or architect is hired to serve as the construction manager-at-risk under a separate or concurrent procurement conducted in accordance with this subchapter.

(d) The governmental entity shall provide or contract for, independently of the construction manager-at-risk, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the governmental entity. The governmental entity shall select those services for which it contracts in accordance with Section 2254.004, Government Code.

(e) The governmental entity shall select the construction manager-at-risk in either a one-step or two-step process. The governmental entity shall prepare a request for proposals, in the case of a one-step process, or a request for qualifications, in the case of a two-step process, that includes general information on the project site, project scope, schedule, selection criteria, estimated budget, and the time and place for receipt of proposals or qualifications, as applicable, and other information that may assist the governmental entity in its selection of a construction manager-at-risk. The governmental entity shall state the selection criteria in the request for proposals or qualifications, as applicable. The selection criteria may include the offeror's experience, past performance, safety record, proposed personnel and methodology, and other appropriate factors that demonstrate the capability of the construction manager-at-risk. If a one-step process is used, the governmental entity may request, as part of the offeror's proposal, proposed fees and prices for fulfilling the general conditions. If a two-step process is used, the governmental entity may not request fees or prices in step one. In step two, the governmental entity may request that five or fewer offerors, selected solely on the

basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and its price for fulfilling the general conditions.

(f) At each step, the governmental entity shall receive, publicly open, and read aloud the names of the offerors. At the appropriate step, the governmental entity shall also read aloud the fees and prices, if any, stated in each proposal as the proposal is opened. Not later than the 45th day after the date of opening the proposals, the governmental entity shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for proposals.

(g) The governmental entity shall select the offeror that submits the proposal that offers the best value for the governmental entity based on the published selection criteria and on its ranking evaluation. The governmental entity shall first attempt to negotiate a contract with the selected offeror. If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.

(h) A construction manager-at-risk shall publicly advertise, as prescribed for a governmental entity under Section 271.025, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the governmental entity determines that the construction manager-at-risk's bid or proposal provides the best value for the governmental entity.

(i) The construction manager-at-risk and the governmental entity or its representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, engineer, architect, or governmental entity. All bids or proposals shall be made public after the award of the contract or not later than the

seventh day after the date of final selection of bids or proposals, whichever is later.

(j) If the construction manager-at-risk reviews, evaluates, and recommends to the governmental entity a bid or proposal from a trade contractor or subcontractor but the governmental entity requires another bid or proposal to be accepted, the governmental entity shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the construction manager-at-risk may incur because of the governmental entity's requirement that another bid or proposal be accepted.

(k) If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this section, the construction manager-at-risk may, without advertising, fulfill the contract requirements itself or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

(l) If a fixed contract amount or guaranteed maximum price has not been determined at the time the contract is awarded, the penal sums of the performance and payment bonds delivered to the governmental entity must each be in an amount equal to the project budget, as specified in the request for qualifications. The construction manager shall deliver the bonds not later than the 10th day after the date the construction manager executes the contract unless the construction manager furnishes a bid bond or other financial security acceptable to the governmental entity to ensure that the construction manager will furnish the required performance and payment bonds when a guaranteed maximum price is established.

Added by Acts 2001, 77th Leg., ch. 1409, Sec. 5, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 1276, Sec. 14A.794, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1213, Sec. 4, eff. September 1, 2007.

Sec. 271.119. DESIGN-BUILD CONTRACTS FOR FACILITIES. (a) A governmental entity may use the design-build method for the construction, rehabilitation, alteration, or repair of a facility.

In using that method and in entering into a contract for the services of a design-build firm, the contracting governmental entity and the design-build firm shall follow the procedures provided by this section.

(b) The governmental entity shall select or designate an engineer or architect independent of the design-build firm to act as its representative for the duration of the work on the facility. If the governmental entity's engineer or architect is not a full-time employee of the governmental entity, the governmental entity shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code.

(c) The governmental entity shall prepare a request for qualifications that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. The governmental entity shall also prepare a design criteria package that includes more detailed information on the project. If the preparation of the design criteria package requires engineering or architectural services that constitute the practice of engineering within the meaning of Chapter 1001, Occupations Code, or the practice of architecture within the meaning of Chapter 1051, Occupations Code, those services shall be provided in accordance with the applicable law.

(d) The governmental entity shall evaluate statements of qualifications and select a design-build firm in two phases:

(1) In phase one, the governmental entity shall prepare a request for qualifications and evaluate each offeror's experience, technical competence, and capability to perform, the past performance of the offeror's team and members of the team, and other appropriate factors submitted by the team or firm in response to the request for qualifications, except that cost-related or price-related evaluation factors are not permitted. Each offeror must certify to the governmental entity that each engineer or architect that is a member of its team was selected based on demonstrated competence and qualifications in the manner provided by Section 2254.004, Government Code. The governmental entity shall qualify a

maximum of five offerors to submit additional information and, if the governmental entity chooses, to interview for final selection.

(2) In phase two, the governmental entity shall evaluate the information submitted by the offerors on the basis of the selection criteria stated in the request for qualifications and the results of an interview. The governmental entity may request additional information regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the offeror to meet schedules, costing methodology, or other factors as appropriate. The governmental entity may not require offerors to submit detailed engineering or architectural designs as part of the proposal. The governmental entity shall rank each proposal submitted on the basis of the criteria set forth in the request for qualifications. The governmental entity shall select the design-build firm that submits the proposal offering the best value for the governmental entity on the basis of the published selection criteria and on its ranking evaluations. The governmental entity shall first attempt to negotiate a contract with the selected offeror. If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.

(e) Following selection of a design-build firm under Subsection (d), that firm's engineers or architects shall complete the design, submitting all design elements for review and determination of scope compliance to the governmental entity or the governmental entity's engineer or architect before or concurrently with construction.

(f) An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Occupations Code. An architect shall have responsibility for compliance with the requirements of Chapter 1051, Occupations Code.

(g) The governmental entity shall provide or contract for, independently of the design-build firm, the inspection services, the testing of construction materials engineering, and the verification

testing services necessary for acceptance of the facility by the governmental entity. The governmental entity shall select those services for which it contracts in accordance with Section 2254.004, Government Code.

(h) The design-build firm shall supply a signed and sealed set of construction documents for the project to the governmental entity at the conclusion of construction.

(i) A payment or performance bond is not required for, and may not provide coverage for, the portion of a design-build contract under this section that includes design services only. If a fixed contract amount or guaranteed maximum price has not been determined at the time a design-build contract is awarded, the penal sums of the performance and payment bonds delivered to the governmental entity must each be in an amount equal to the project budget, as specified in the design criteria package. The design-build firm shall deliver the bonds not later than the 10th day after the date the design-build firm executes the contract unless the design-build firm furnishes a bid bond or other financial security acceptable to the governmental entity to ensure that the design-build firm will furnish the required performance and payment bonds when a guaranteed maximum price is established.

Added by Acts 2001, 77th Leg., ch. 1409, Sec. 5, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 1276, Sec. 14A.795, eff. Sept. 1, 2003.

AI-27668 **21. C. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

Approval of an Amendment No. 3 to current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct # 3's Penitas Landfill to reflect effective date to be September 1, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CORRECTION OF DATES ONLY NO FISCAL IMPACT

Attachments

Amendment #3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 04:29 PM
Perla Lopez	Perla Lopez	07/22/2011 04:48 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Rocio Villarreal Started On: 07/21/2011 03:56 PM

Final Approval Date: 07/22/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 3
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.

This **AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT** dated May 5, 2008 by and between **HIDALGO COUNTY** (the "County"), and **COOK-JOYCE, INC.** (the "Company") is entered into between the parties on the **26th** day of **July, 2011**.

WHEREAS, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas Landfill (the "Agreement")

WHEREAS, the Company desires to correct effective date of Amendment No. 2, to the Agreement provided by the Company.

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement:

1. Effective date of Amendment No. 2 is deleted in its entirety and to reflect in lieu thereof with:

   1st day of September, 2010

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Auctioneer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COOK-JOYCE, INC.

Stephen L. Cook, P.E., President

Approved as to Form:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

AI-27640 **21. D. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard (Contract no. 281-07) awarded vendor Philpott Motors; Two (2) New or Newer Ford F-150 PU to include but not limited to any accessories in an amount not to exceed $55,187.50 which includes buy-board pricing and delivery. Project #2011-207-OGG

BACKGROUND

Acct. #1-1284-421-00-293-014-1-741 and 1-1100-421-00-293-001-0-741 have been appropriated with funds for proposed purchase as per Raquel Ramos Constable Pct. #3.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** see below

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

BUDGETARY IMPACT:

CONST. PCT3-BSCRO-VEHICLES- (1-1284-421-00-293-014-1-741)
$38,060.00 available funds as of 07/21/2011.

CONSTABLE PCT.3-VEHICLES- (1-1100-421-00-293-001-0-741)
$20,249.50 available funds as of 07/21/2011.

Attachments

11-207

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 03:56 PM
Rosalinda Cantu	Rosie Cantu	07/21/2011 04:32 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Oscar Garza Started On: 07/20/2011 03:37 PM

Final Approval Date: 07/22/2011

From:	Raquel
To:	"Oscar Garza"
Date:	Tuesday, July 19, 2011 4:05:38 PM
Attachments:	grant vehicle request.pdf Purchsing request form.pdf

---

Good afternoon Oscar,

Here is the request form signed by Chief Deputy Horaldo Sanchez. He is authorized to sign in the absence of the Constable. If for some reason, the form is not acceptable with his signature, I will ask Constable Gallardo to sign it tomorrow. I attached the quote, and the agenda items correlating to the purchase of vehicles. Please let me know if there is anything else needed on my part to help obtain approval through Commissioners' Court and Purchasing. Thank you for all of your help.

Sincerely,
Raquel V. Ramos

Raquel V. Ramos
Administrative Assistant
Constable Precinct 3
730 N. Breyfogle Road., Suite B
Mission, Texas 78574
Office: (956) 205-7031
Fax: (956) 519-4245

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: JULY 19, 2011	
Department: HIDALGO COUNTY CONSTABLE PRECINCT 3 DEPARTMENT	
Name of Approving Elected Official/Department Head/Supervisor: LAZARO GALLARDO, JR / HORALDO SANCHEZ	
Point of Contact: RAQUEL RAMOS	Contact Phone Number: 956-205-7031 / 956-519-4245 Contact Fax Number:
Contact E-Mail RAQUEL.RAMOS@CO.HIDALGO.TX.US	
Budget Account Number: 1-1284-421-00-293-014-1-741 / 1-1100-421-00-293-001-0-741	
Signature of Approving Elected Official/Department Head/Supervisor: Horaldo Sanchez	
Estimated Date Goods/Services are required: SEPTEMBER 30, 2011	
Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required. PLEASE SEE ATTACHED DOCUMENTS.	

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	

AI-27570 **3.D.**

2011 Interdepartmental transfer for Constable Pct. 3

CC CONSENT

Date: 07/19/2011
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Area: 2011 Interdepartmental Transfers

Information

CAPTION

Constable Pct. 3 (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Constable Pct. 3 in the amount of $20,249.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y/PENDING MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available pending fringe benefits sweep AI-27556.

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Erika Zamora	Erika Zamora	07/15/2011 02:24 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/15/2011 03:08 PM	APRV
3	Budget & Management	Merlen P. Munoz	07/15/2011 03:19 PM	APRV
4	Perla Lopez	Perla Lopez	07/15/2011 04:23 PM	APRV
5	Auditor's Office		07/15/2011 04:42 PM	NEW

Form Started By: Erika Zamora Started On: 07/15/2011 02:11 PM
Final Approval Date: 07/15/2011

DATE: July 19, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 3

ACCOUNT NUMBER: 1-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

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			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(20,249.50)
TO			
1-1100-421-00-293-001-0- 741	CONSTABLE PCT. 3	VEHICLES	20,249.50
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fill funding request to partially fund 2 fully equipped police vehicles that are being partially purchased through the Border Security Crime Reduction Operation grant funds (1-1284-421-00-293-014-1-741). REF: CC 07/05/11 AI- 27339 & 27360**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

Approved

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #358-10

Vehicles and Heavy Duty Trucks

End User: HIDALGO COUNTY
Contact: LARRY GALLARDO
Phone/email: FAX# 956 519-4245
Product Description: 2011 FORD F-150

Philpott Rep: MICHAEL WILEY
Phone/email: 888 858-7801/ trucksgov@aol.com
Date: Tuesday, May 10, 2011

A. **Bid Series:** 95 — **A. Base Price:** $ 11,983.00

B. **Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
F1C	REGULAR CAB 4X2 SHORT BED	STD	W1CXT	CREW CAB 4X2 XLT MODEL	$ 9,120.00
	3.7L V6; 6-SPD AUTOMATIC	STD		POWER WINDOWS AND LOCKS	INCL
	A/C; AM/FM RADIO	STD		CRUISE CONTROL	INCL
	VINYL 40/20/40 SEAT	STD		CLOTH 40/20/40 SEAT	INCL
	RUBBER FLOOR	STD		CARPET FLOORS	INCL
WTX	WHELEN TX SPECIAL	$ 1,895.00		AM/FM CD PLAYER	INCL
	LIBERTY LED BAR	INCL	146	DRIVER SIDE SPOTLIGHT	$ 360.00
	CENCOM SIREN SWITCHBOX	INCL	99F	5.0L FFV V8	$ 940.00
	100 WATT SPEAKER	INCL	XH9	LIMITED SLIP 3.55 REAR AXLE	$ 282.00
106A	JOTTO DESK CONSOLE	$ 295.00	535	TRAILER TOW PACKAGE	$ 353.00

Total of B. Published Options: $ 13,245.00

C. **Unpublished Options [Itemize each below, not to exceed 25%]** $= 3.7 %

Options	Bid Price	Options	Bid Price
		INSTALLATION	$ 450.00
GRAPHICS PACKAGE	$ 495.00		
		PALE ADOBE IN COLOR	
		ESTIMATED DELIVERY IN 90-120 DAYS	

Total of C. Unpublished Options: $ 945.00

D.	**Pre-delivery Inspection:**	$ 80.00
E.	**Texas State Inspection:**	$ 21.75
F.	**Manufacturer Destination/Delivery:**	$ 975.00
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ 120.00
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ 24.00
I.	**Contract Price Adjustment:**	
J.	**Additional Delivery Charge:** 0 miles	$ -
K.	**Subtotal:**	$ 27,393.75
L.	**Quantity Ordered** 2 x K =	$ 54,787.50
M.	**Trade in:**	
N.	**BUYBOARD Administrative Fee ($400 per purchase order)**	$ 400.00
O.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	$ 55,187.50

38,093.22 Grant
17,094.28 General Fund
55,187.50

AI-27360 **16.E.2.**

Appropriation of grant funds- Border Security Crime Reduction Operation Grant

CC REGULAR

Date: 07/05/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 3
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Constable Pct. No. 3 (1284):
Approval of appropriation of Border Security Crime Reduction Operation Grant funds in the total amount of $38,060.00.(REF: CC 07/05/11 AI 27339)

BACKGROUND

Funds awarded to Hidalgo County from the Office of the Governor, Criminal Justice Division (CJD)- Edward Byrne Memorial Justice Assistance Grant (JAG) for the continuation of Border Star projects.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-293-014-1-741
FUNDS AVAILABLE Y/N?: SEE BELOW **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:
REF: CC 07/05/11 AI-27339
Grant Number: DJ-10-A10-22816-01
Grant Period: 10/01/10 to 09/30/11

Grant Award:
Hidalgo County Sheriff's Office: $221,044.00
Constable Precinct 3: $38,060.00
Total $259,104.00

Revenue Acct.: 1-1284-331-12-293-014-1-000

Funds awarded to Hidalgo County from the Office of the Governor, Criminal Justice Division (CJD)- Edward Byrne Memorial Justice Assistance Grant (JAG) for the continuation of Border Star projects.

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/30/2011 01:04 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/30/2011 01:43 PM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Rosie Cantu Started On: 06/30/2011 10:37 AM
Final Approval Date: 07/01/2011

DATE: June 29, 2011

2011
Appropriation

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DBM for CONST. PCT NO. 3

ACCOUNT NUMBER: 1-1284-421-00-293-014-1-XXX (BORDER SECUR. CRIME REDUCT. OPER. GRA

Contact Person: Rosie Cantu **Ph#** (956) 292-7025 ext. 5408

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1284-421-00-293-014-1-741	CONST. PCT 3 BORDER SECUR. CRIME REDUCT. OPER. GRANT-	VEHICLES	$38,060.00
1-1284-331-12-293-014-1-000	CONST. PCT 3 BORDER SECUR. CRIME REDUCT. OPER. GRANT-	REVENUE	38,060.00
		TOTAL BUDGET INCREASE (DECREASE)	**38,060.00**

REASON: TO APPROPRIATE THE BORDER SECURITY CRIME REDUCTION OPERATION GRANT FUNDS IN THE TOTAL AMOUNT OF $38,060.00 AWARDED TO HIDALGO COUNTY FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION (CJD)- EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR THE CONTINUATION OF BORDER STAR PROJECTS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-27649 **21. E. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

Appointment and/or designation by Commissioner's Court to select/assign an evaluation committe to evaluate and score the statements of qualification received for "Chief Physician Services" as referenced in the procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-441-00-340-001-0-331

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

BUDGETARY IMPACT:

No Budgetary impact at this time. CC to select an evaluation committe
Available balance as of 7-21-11 $29,800.00

Attachments

Evaluation-Exhibit A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/21/2011 08:04 AM
Manuel Chapa	Manuel Chapa	07/21/2011 04:24 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Gricelda Villarreal Started On: 07/20/2011 04:10 PM

Final Approval Date: 07/22/2011

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CHIEF PHYSICIAN SERVICES FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT"
RFQ NO: 2011-138-07-20CGA

Hidalgo County is inviting statements of qualifications from qualified Physician(s) to provide for "Chief Physician Services" for the County Health and Human Services Department. The County of Hidalgo is seeking to enter into a service contract with a state-registered/licensed (Texas) Physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Chief Physician Services for Hidalgo County Health and Human Services Department"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, July 20, 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2011-138-07-20-CGA

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us NO LATER THAN Wednesday, July 13, 2011 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, July 15, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
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

i. Serving as Health Authority/Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorists attack, or other emergency circumstances;
j. The Health Authority/Chief Physician must report any and all problems or recommended changes in operations of health & human services department clinic facilities to the Health & Human Services Department CAO. The Health Authority/Chief Physician may assist the CAO. The CAO will not interfere with the Health Authority/Chief Physician's exercise of professional administrative and environmental health judgment in all other matters related to clinical medicine;
k. The Health Authority/Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health & Human Services Department or the State of Texas. Such records will remain the property of Hidalgo County;
l. The Health Authority/Chief Physician shall, upon request, assist and participate in In-Service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health & Human Department when requested by the CAO;
m. In the event County exercises its' option to terminate as further described herein the Health Authority/Chief Physician agrees to continue to render all services until such time as new Health Authority/Chief Physician's contract is awarded.;
n. The Health Authority/Chief Physician may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron and Starr)-Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Health Authority/Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County Employees;
o. Need to assist with infectious diseases and surveillance, supervise, and assist with Early Warning Infectious Diseases Surveillance.

Hidalgo County proposes to pay the "Chief Physician(s)" monthly by check.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

AI-27559 **21. F. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Marty Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

Acceptance and approval to award proposal received from CAS Companies in the amount of $119,220.39 (through Hidalgo County's membership/participation with TCPN Contract #JOC-R5004) for the provision of remediation services required (labor, materials including, but not limited to, appurtenance) pursuant to the scope of work developed by SSCI as approved by action taken by CC on 6/14/11 under AI-27031 for the necessary work for the renovation of an existing county-owned building (fka, Rudy de la Vina Juvenile Detention Facility) to convert to an autopsy facility project #2011-039-OGG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Current Available funds in the amount of $584,355.20.

Attachments

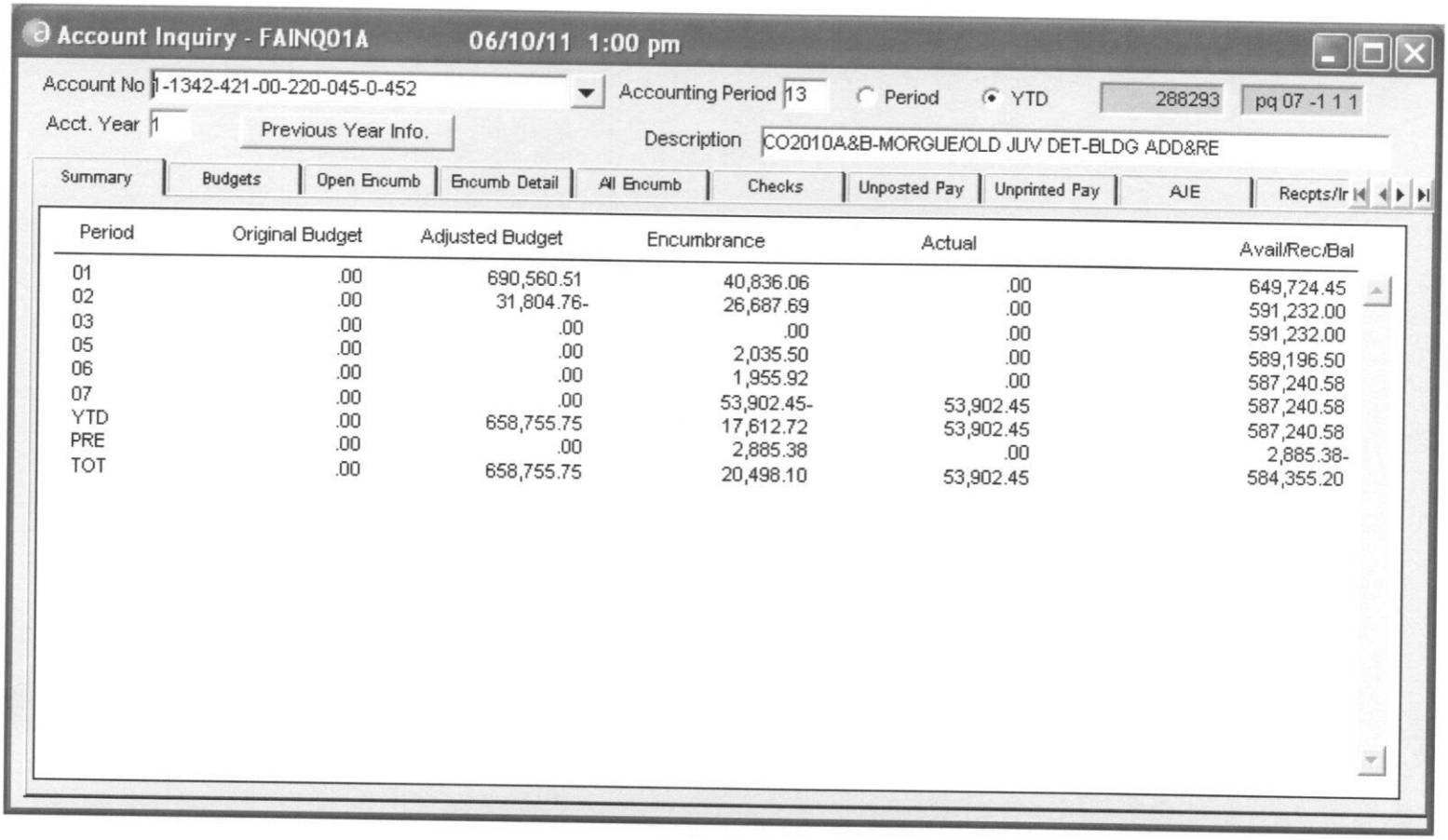
Remediation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2011 05:04 PM
Budget & Management	Merlen P. Munoz	07/21/2011 07:57 AM
Olga Garza	Olga Garza	07/21/2011 04:54 PM
Auditor's Office	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Oscar Garza Started On: 07/14/2011 03:11 PM

Final Approval Date: 07/22/2011


Account Inquiry - FAINQ01A
06/10/11 1:00 pm
Account No 1-1342-421-00-220-045-0-452
Accounting Period 13
Period
YTD
288293
pg 07 -1 1 1
Acct. Year 1
Previous Year Info.
Description CO2010A&B-MORGUE/OLD JUV DET-BLDG ADD&RE
Summary
Budgets
Open Encumb
Encumb Detail
All Encumb
Checks
Unposted Pay
Unprinted Pay
AJE
Recpts/Ir
Period Original Budget Adjusted Budget Encumbrance Actual Avail/Rec/Bal
01 .00 690,560.51 40,836.06 .00 649,724.45
02 .00 31,804.76- 26,687.69 .00 591,232.00
03 .00 .00 .00 .00 591,232.00
05 .00 .00 2,035.50 .00 589,196.50
06 .00 .00 1,955.92 .00 587,240.58
07 .00 .00 53,902.45- 53,902.45 587,240.58
YTD .00 658,755.75 17,612.72 53,902.45 587,240.58
PRE .00 .00 2,885.38 .00 2,885.38-
TOT .00 658,755.75 20,498.10 53,902.45 584,355.20

July 13, 2011

Oscar Garza
Hidalgo County
100 E Cano
Edingburg, Tx 78539

Via Email: oscarg.garza@co.hidalgo.tx.us

RE: Hidalgo County Autopsy Facility
Mold Remediation & Build Back
CAS Quote # 2000-206-01

CAS Companies submits this proposal for your review and acceptance to perform various task related to the mold remediation and rebuild at the Hidalgo County Autopsy facility. CAS Companies is an approved contractor through Texas Cooperative Purchasing Network (**TCPN)** contract # **JOC-R5004**

Scope of Work

Mold remediation per Environmental report provided by SSCI (Environmental and Consulting Services) dated June 29, 2010. As described in sections 1.0, 2.0, 3.0, and various emails by: Douglas W. Jackson, Separation Systems Consultants, Inc.

HVAC duct will be removed and replaced. Acoustical ceiling tile will be removed. Ceiling grid will not be removed.

RS MEANS Line Numbers below are not included. Listed line items are reflected in proposal for renovation, scope of work at the Hidalgo County Autopsy Facility.

- 090505101580……$ 5,355.00 Ceiling Demolition
- 233113130100……$ 2,026.80 Duct Replacement
- 233113166731……$ 8,202.60 Duct Replacement
- 024210200140……$ 295.44 Plumbing Demolition

Proposal Amount $119,220.39

Pricing is valid for 30 days and is based on standard working hours (Monday thru Friday anytime between the hours of 8:00 AM – 5:00 PM.

Conditions and Assumptions

1. Items with porous surfaces may not be thoroughly cleaned by the wipe-down procedures.
2. Industrial Hygiene Services to be provided by owner and paid for by owner. (SSCI)
3. Utilities provided by and paid by owner.

111 Brand Lane
Stafford, TX 77477
Phone: 281.499.4747
Fax: 281.499.6655

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

Clarifications

No additional work on change orders will be performed without written and documented authorized documentation.

Exclusions

1. Mold Remediation not contained in report generated by owner's mold assessment consultant.
2. Asbestos abatement.
3. Roof work and/ repairs
4. Applicable taxes
5. Content Manipulation

We appreciate the opportunity to provide pricing as outlined above and look forward to your favorable response. If you should have any questions or require additional information please do not hesitate to contact me at your convenience.

Best regards,

Fred Lozano

Fred Lozano

Acceptance: _____

Please sign and return to our office via fax (956) 216-8069. Quote # (2011-206-00)

(Red: TCPN) Contract # JOC-R5004
Contact- Audra Garcia
713-744-8113 Phone
800-458-0099 Fax

CAS Companies
5402 S. Exp 83
Harlingen, Tx 78552
Phone 956-216-8200
Fax 956-216-8069

Environmental and Consulting Services

June 29, 2011

Oscar Garza, Procurement Specialist
2802 South Business Highway 281 & Corner of Canton Road
Edinburg, Texas 78539

Re: Transmittal of Mold Remediation Protocol
New Hidalgo County Autopsy Facility, 3100 South Closner, Edinburg, Texas
TCPN Contract Number R4747 (http://www.tcpn.org/apps/t_vendor_detail.aspx?VID=132)

Dear Mr. Garza:

Separation Systems Consultants, Inc. (SSCI) respectfully submits the attached Mold Remediation Protocol for the New Hidalgo County Autopsy Facility, 3100 South Closner in Edinburg, Texas. Please provide a copy of this document to your Contractor. We may be contacted with any questions regarding implementation. The Contractor is required to provide a 5-day notification to the Texas Department of State Health Services (TDSHS) prior to starting work on this project.

If you have questions please do not hesitate to contact me at (281) 486-1943.

Sincerely,

Separation Systems Consultants, Inc.

Douglas W. Jackson, C.E.P.
Vice President

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
(281) 486-1943
Fax: (281) 486-7415

MOLD ABATEMENT PROTOCOL

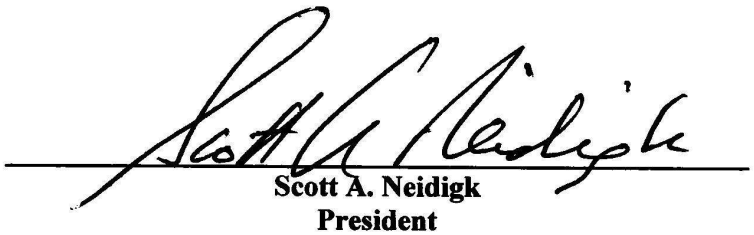
Prepared For:

Future Morgue for Hidalgo County
3100 S. Closner
Edinburg, Texas 78539

Prepared By:

TexStar Labs LLC
34504 Wright Road
Pinehurst, Texas 77362

Office: 281-890-8170
Fax: 281-890-2827
texstarlabs.com



Scott A. Neidigk
President
MAC1188
Exp. 1/10/13

As Directed By:

SSCI Environmental
17041 El Camino Real, Ste 200
Houston, Texas 77058

June 28, 2011

TABLE OF CONTENTS

ITEMS INCLUDED	PAGES
Disclosure Statement	||
Table of Contents	||
Section 1.0 - Summary of Work	1
Section 2.0 - Submittals	3
Section 3.0 - Fungus Removal	4

DRAWINGS AND FORMS

Certificate of Completion

Diagram

Scott A. Neidigk

1.0 SUMMARY OF WORK

1.1 WORK DESCRIPTION AND LOCATION

A. The work of this contract will occur in the following Work Areas:

Hidalgo County Future Morgue
3100 S. Closner
Edinburg, Texas 78539

- TexStar Labs recommends all water damaged ceiling panels or drywall ceilings be removed and the surrounding associated ceiling plenum be cleaned of all visible mold. Any walls beneath the water damaged areas should be cleaned. If any mold is observed on these walls beneath the visible water damage then the visible mold shall be removed plus two feet in every direction. If any of these walls are plaster or cinder block then the wall may remain but shall be thoroughly cleaned and treated with anti-fungal solution. Areas are marked on attached drawings.

- All heating and air-conditioner ducts are to be cleaned or removed. All the air-conditioner units should have the coils and blower fans cleaned or replaced. All return air ducts shall be cleaned or replaced.

- All interior surfaces not removed shall be wet wiped to remediate any mold that may have been disturbed during the abatement procedure. All porous surfaces not removed shall be HEPA vacuumed. Significant attention will need to placed upon cleaning the spray-on fireproofing on the ceiling/roof supports.

- An anti-fungal spray will need to be applied to all porous surfaces by airless sprayer as if applying coat of paint. Care will need to be given to not over apply on the spray-on fireproofing due to the potential for delamination.

- All carpet and padding also to be removed and floors cleaned.

- High Efficiency Particulate Air scrubbers shall be placed in all containments throughout the building to filter any airborne mold spores that may have been disturbed during the abatement procedure. These air scrubbers shall remain running until air clearance has been achieved.

- Clearance shall be achieved upon receipt of air samples where the interior sample mold counts are below the outside control sample mold count and that the visual inspection conducted by the licensed mold consultant is deemed satisfactory and that no visible mold remains.

B. The work will consist of cleaning or removing any and all materials that have been or may have been contaminated with mold. See Section 3.8 for preparation, removal, and post remediation assessment procedures. Please see the work area location(s) indicated on the attached Site Diagram.

C. Reference to owner refers to: Hidalgo County.

1.2 GENERAL REQUIRMENTS

Confirm and coordinate the following general requirements with the Owner:

1. Utilities: Contractor may temporarily connect to existing permanent utilities during execution of the work. Make connections in locations designated by Owner. All plumbing connections between Owner's utilities and the Contractor's facilities shall be with industrial strength tubing or hose, or hard piped. Remove connections and all extensions of utilities at Project completion. Owner will pay the cost of water and power consumed.

2. Storage Space: Owner will provide limited storage space. Utilize part of the building space designated by Owner for storage. Supply any additional temporary storage required for storage of equipment and materials for the duration of the Project.

3. Building Occupancy: The Owner will ensure the work areas are not occupied during the entire remediation project. Coordinate all activities with the Owner to ensure no conflicts with activities that may be occurring in the area during the scheduled work period.

4. Working Hours will be from 8:00am till 5:00pm, Monday through Friday, unless additional hours and days are approved or requested by owner.

5. Parking is available at the project location. Park in areas designated by Owner.

6. Security: Maintain personnel on the site at all times when any portion of the work areas are open or not properly secured. Completely secure work areas at the end of each working day. Coordinate work area security with the Owner.

7. Segregation of Work Areas: Segregate the work areas from surrounding building areas with visual barriers for the duration of the work. Obtain Owner's approval of materials to be used for segregation.

8. Pre-Job Damage Survey of Facility

    1. Perform a thorough survey of all work areas at the project location with Owner prior to starting the work in order to document existing damage. Items identified on this list will not be the responsibility of Contractor unless further damaged by Contractor during execution of the project.

2. Consider any damage to property at the project location not identified in the pre-job damage survey as having resulted from execution of these work procedures and correct at no additional expense to Owner.

9. Clean-Up at Completion of Work

a. Dismantle and dispose of all construction barriers erected to isolate the work areas.

b. Leave all areas visibly clean.

1.3 EXISTING CONDITIONS

A. Existing conditions are reflected correctly to the best of Owner's knowledge, modification to work shall be made as required at no additional expense to Owner should minor conditions be encountered which are not exactly as indicated.

B. Contractor is advised that the locations of all fungal contamination in the designated work areas may not have been completely identified and that Contractor shall proceed with caution in all phases of the work. Additional fungal contamination may be uncovered during the course of the work. Owner may direct Contractor to include this uncovered material in the work at an agreed upon price.

1.4 OBSERVATIONS

A. Owner or Consultant may observe the status and progress of the work for completeness and general compliance with the requirements of these Remediation Specifications.

B. Contractor will notify Owner or Consultant at least four hours in advance of the need and readiness for observations. Do not proceed until such observations by Owner or Consultant are performed and/or have been given verbal approval to proceed.

2.0 SUBMITTALS

2.1 GENERAL

A. Make submittals in a timely manner and at appropriate time to allow for review by Owner or Consultant. Revise and resubmit as necessary. The work may not proceed until approved by Owner or Consultant.

B. Pre-job submittals can be reviewed on-site by Owner or Consultant prior to the start of work.

2.2 PRE-JOB SUBMITTALS

A. Insurance certificate issued to Owner by Contractor's insurance carrier listing all coverage's required by Owner. The Owner and Consultant shall be named as additional insured on all certificates.

B. Any building permits as required by the applicable municipality for the construction or demolition work required during the progress of the work.

C. Company or Contractor license issued by the Texas Department of State Health Services or documentation that such license is pending.

D. Documentation that each employee to be utilized on the Project has had instruction on the hazards of fungal exposure, protective equipment, and on all aspects of work procedures and protective measures regarding fungus removal. This can be a statement from a company officer with a list of employees or individual employee statement letters.

E. Certification that the air filtration system to be utilized meets the requirements of the Remediation Specifications.

2.3 POST-JOB SUBMITTALS

Submit the attached Certificate of Completion (SF-1) to the Owner upon completion of fungal remediation in the areas designated in the Remediation Specifications.

2.4 OWNER'S OR MOLD ASSESSMENT CONSULTANT REVIEW

A. Partial submittals may be rejected for non-compliance with the Remediation Specifications.

B. Review by Owner or Consultant does not relieve Contractor from responsibility for errors that may exist in the submitted data.

C. Make revisions when required by Owner or Consultant and resubmit for review.

3.0 FUNGUS REMOVAL

3.1 GENERAL

A. Perform all planning, administration, execution, and cleaning necessary to safely remove and dispose of fungal-contaminated material.

B. Approval of or acceptance by Owner or Consultant of various construction activities or methods proposed by Contractor does not constitute an assumption of liability either by Owner or Consultant for inadequacy or adverse consequences of said activities or methods.

3.2 WORK INCLUDED

A. General items include but are not necessarily limited to:

1. Coordination with Owner for use of building utilities.

2. Preparation of the work areas as specified in these specifications.

3. Performance of incidental mechanical and electrical work necessary for conducting the work.

4. Clean up of the work areas as specified elsewhere.

B. Remediation Area. The following are the areas requiring remediation under containment. See the attached diagram or document for locations of affected areas in the building:

C. Mechanical items include but are not limited to:

1. Incidental mechanical work not specified herein but necessary for the successful execution of the work as set forth in the Remediation Specifications.

2. Temporary mechanical work necessary to comply with Removal Work Procedures. Remove temporary mechanical work installed and correct any damage to property at completion of project.

D. Electrical items include but are not limited to:

1. Installation of temporary lighting and power necessary to perform the work of the remediation specifications. All tie-ins to the Owner's electrical system are to be performed by a licensed electrician. All materials and equipment required shall be:

a. Approved by Underwriter's Laboratories and so labeled.

b. For wire and cable, mark as required by Article 310-10 National Electrical Code.

c. Installed by mechanics skilled in their trades, working under the direct supervision of competent experienced foremen or superintendents.

d. Installed in compliance with all applicable Occupational Safety and Health Administration and city electrical codes.

2. Installation of Ground Fault Circuit Interrupter (GFCI) panels for Contractor's equipment or use of UL-approved in-line systems.

3. Decontaminate and remove all temporary lighting and other temporary electrical items after removal of fungal-contaminated material in the Work Areas. Correct any damage to property that is not part of fungus remediation.

3.3 DEFINITIONS

A. The following definitions pertain to these remediation specifications.

1. Air lock - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of approximately 3 feet, such that one passes thru one doorway into the airlock, allowing the doorway sheeting to close off the opening before proceeding though the second doorway, thereby preventing flow-thru contamination.

2. Critical Barrier - Seal applied to openings connecting Work Areas with adjacent spaces that will not be included in the containment. Examples of openings requiring critical barriers include, but are not limited to: HVAC vents and diffusers; doorways; windows; floor, wall, and ceiling penetrations; and air plenums.

3. Fixed or Immovable Objects - a unit of equipment or furniture in the Work Areas that cannot be removed from the Work Areas.

4. HEPA Filter - a High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of particulate material of 0.3 microns or greater in size.

5. HEPA Vacuum - a vacuum equipped with a HEPA -filtration system.

6. HFU - HEPA filtering unit generally used to create a reduced air pressure within containment with the intake placed inside the containment and the exhaust directed to the outside atmosphere. Both the intake and exhaust are generally located within the containment when unit is operated in re-circulation mode for removal of airborne particulate after remediation work is completed but prior to final clearance testing.

7. MSHA - Mine Safety and Health Administration.

8. NIOSH - National Institute for Occupational Safety and Health.

9. OSHA - Occupational Safety and Health Administration.

10. Plastic Sheeting - Plastic sheet material of 6-mil. specified thickness used for protection of walls, floors, etc., and used to seal opening into the Work Areas.

11. Removal - The act of removing contaminated materials from the structure under properly controlled conditions to a suitable disposal site.

12. Work Area - Area or areas of Project which undergo remediation or are contaminated.

3.4 QUALIFICATIONS FOR PERFORMANCE OF WORK

A. Maintain on-site a Project Superintendent/Head Foreman to direct fungus removal at all times work is in progress.

B. Use only trained personnel experienced in removing fungus contamination in the Work Area.

3.5 PERSONNEL PROTECTION

A. Prior to commencement of work, instruct all workers in the appropriate procedures for personnel protection and fungus removal. Ensure that workers are knowledgeable in these procedures.

B. Acknowledge and agree to sole responsibility for enforcing worker protection requirements at least equal to those specified in this Section.

C. Provide workers with personally issued and marked respiratory equipment approved by NIOSH or MSHA for the type of work being performed.

D. Provide sufficient cartridges for replacement, as necessary, when respirators with disposable cartridges are used.

E. Provide respirator protection at all times during remediation of fungal contamination in the Work Areas. The minimum acceptable respiratory protection used for this project shall be the half-face respirators with combination N-95 particulate and organic vapor filter cartridges (protection factor of 10) for workers during HEPA vacuuming and wet wipe down of shelves and books in Work Areas.

F. Permit no visitors, except those authorized by Owner, in the Work Areas after commencement of cleaning in the Work Areas.

G. Leave reusable equipment, apparel and protection devices (excluding respirators) in the contaminated equipment room until the end of the remediation work, at which time such items shall be disposed of or decontaminated for reuse.

3.6 MATERIALS

A. Plastic Sheeting - Utilize plastic sheeting of 6-mil. minimum thickness in sizes to minimize the frequency of joints. Use of "spray-on poly" is not permitted.

B. Tape - glass fiber or other tape capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces under both dry and wet conditions.

C. Cleaning solution - light detergent solution.

D. Other Materials - provide all other materials, such as lumber, nails and hardware which may be required to construct and dismantle the decontamination system and the barriers that isolate the Work Areas.

3.7 TOOLS AND EQUIPMENT

A. Provide suitable tools for removal of fungal contamination:

1. Air Purifying equipment - for exhausting HEPA filtered air to outside of building from Work Areas or internal re-circulation in the Work Areas. Verify that no internal air movement system or purification equipment exhausts contaminated air from inside the Work Areas into uncontaminated areas.

2. Transportation - as required for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property.

3. Half-Face Air Purifying Respirator (APR) Equipment - negative pressure, half-face air purifying respirators approved by NIOSH or MSHA with combination cartridges for particulate and organic vapor protection.

B. The following tools are not suitable for fungal-contaminated material removal operations and are prohibited from the work areas:

1. Utility Water Hose and spray Attachments

2. Brooms

3. Pressure washers.

3.8 GENERAL PREPARATION, REMOVAL, AND POST REMEDIATION ASSESSMENT PROCEDURES

A. General Work Areas Preparation:

1. Coordinate sequence of work area preparation with Owner or Consultant to properly segregate work areas from areas that must remain fully or partially operational. Contractor shall get the Owner's or Consultant approval of work areas enclosure, and personnel and equipment decontamination chambers, prior to start of abatement activities.

2. The work areas will include cleaning by HEPA vacuuming and wet wiping of all walls, cabinets, furniture and contents. Once these rooms and all remaining contents have been cleaned, the areas that will not be included in the abatement activities will be covered with a minimum of one layer of 6-mil (or equivalent) polyethylene sheeting.

3. Install critical barriers over all openings in work area containments.

4. Place one layer of 6 mil plastic sheeting over floor.

5. One air lock will be installed per work area containment for access and egress.

6. Install fire extinguishers in Work Areas per NFPA recommendations and the requirements of OSHA Safety and Health Standards.

7. Maintain emergency and fire exits from the work areas.

8. Provide temporary power and lighting as necessary to maintain safe and comfortable work environment. Owner will supply normal water and electric utilities.

9. Set up barriers to prevent inadvertent entry of personnel into remediation area.

B. Removal of and cleaning of fungal contaminated materials:

1. Construct a sealed containment in accordance with Section 3.8 A of this document.

2. Place a minimum of one HEPA filtration negative air unit continuously circulating within each work area containment or the required filtration per cubic ft. as necessary to adequate filter the containment

3. The built-in cabinets shall be inspected for visible mold and cleaned, wet wiped and treated with an anti-fungal agent. All walls to be wet wiped and treated with an anti-fungal agent. All other drywall to be removed will be as noted. All insulation in the remediation areas will also be removed.

C. Clean Up.

1. Clean visible dust from all exposed surfaces as visible dust will result in clearance testing failure.

2. Damp-wipe plastic sheeting on floor and roll up. Hepa-vacuum areas.

3. Clean all equipment used in the work areas prior to removal from Work Areas.

4. Notify Owner or Consultant or observation of cleaning to determine completeness.

5. Notify Owner or Consultant for collection of clearance air samples.

D. Post Remediation Assessment.

1. When notified by the Contractor that the Work Areas have been cleaned and damp-wiped and the containments of been removed, the Consultant, if required by Owner, will visually survey the Work Area for the presence of particulate matter on surfaces. The Contractor will be required to conduct additional HEPA vacuuming and damp-wiping if the Work Area is not adequately cleaned as determined by the Consultant.

2. When cleaning is deemed complete by Consultant, he/she will collect clearance air samples to determine the effectiveness of the fungus removal and cleaning of the Work Area. Air sampling will be accomplished using spore traps (Allergenco Cassettes or similar). The air samples will be submitted to an appropriate laboratory for analysis.

3. Air samples will be collected from the work area and from outside the building for comparison purposes. The results of the inside samples will be compared to the outside results. The cleanliness of the work area will be considered acceptable if the inside fungal spore concentrations do not exceed the outside spore concentrations or as determined acceptable by the Consultant.

4. Additional cleaning will be required by the Contractor at his own expense if any Work Area does not pass clearance. Additional testing by the Consultant will be conducted at the Contractor's expense.

5. The Contractors job will be considered complete when the Consultant issues a Passed Clearance Report to the Owner and Contractor.

3.9 FIELD QUALITY CONTROL.

A. The Owner or IAQ Consultant will perform visual observations after final clean up to determine the presence of visible fungal contamination in the Work Areas.

B. Perform additional cleaning at no additional expense to Owner, if based on the Owner or IAQ Consultant's final visual observation, cleaning is determined to be inadequate.

CERTIFICATE OF COMPLETION (SF-1)

TO: (Owner): _____

_____

FROM: (Contractor): _____

_____

_____

BUILDING NAME:

Hidalgo County Future Morgue
3100 S. Closner,
Edinburg, Texas 78539

PROJECT: Remediation of Fungal Contaminated Materials

LOCATION WITHIN BUILDING:

_____

_____

_____

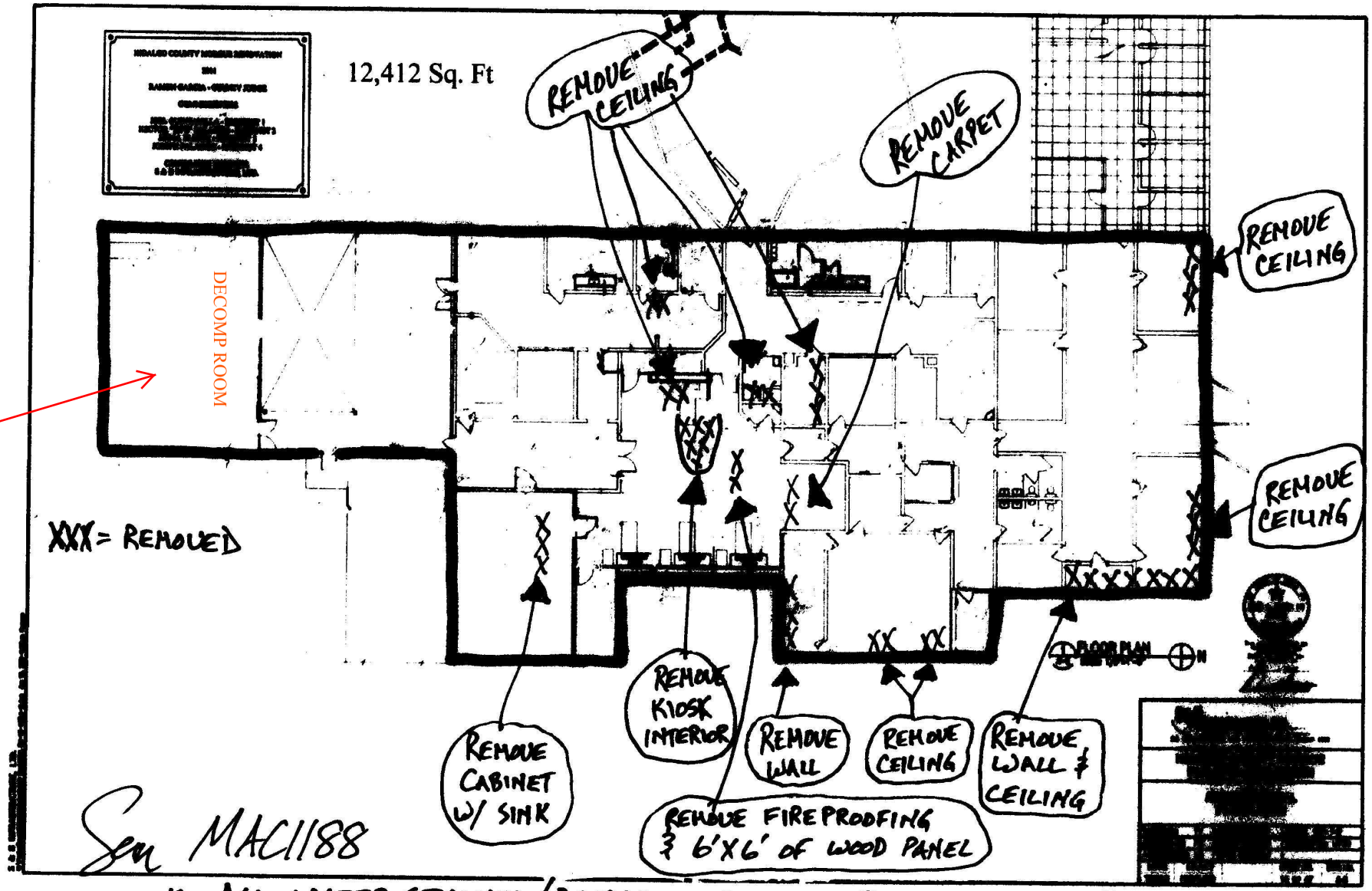
The Work for the above referenced Project has been completed in accordance with applicable requirements of the Texas Mold Assessment and Remediation Rules and applicable contract and specifications.

By: _____
Authorized Representative Date.

Scott A. Neidigk

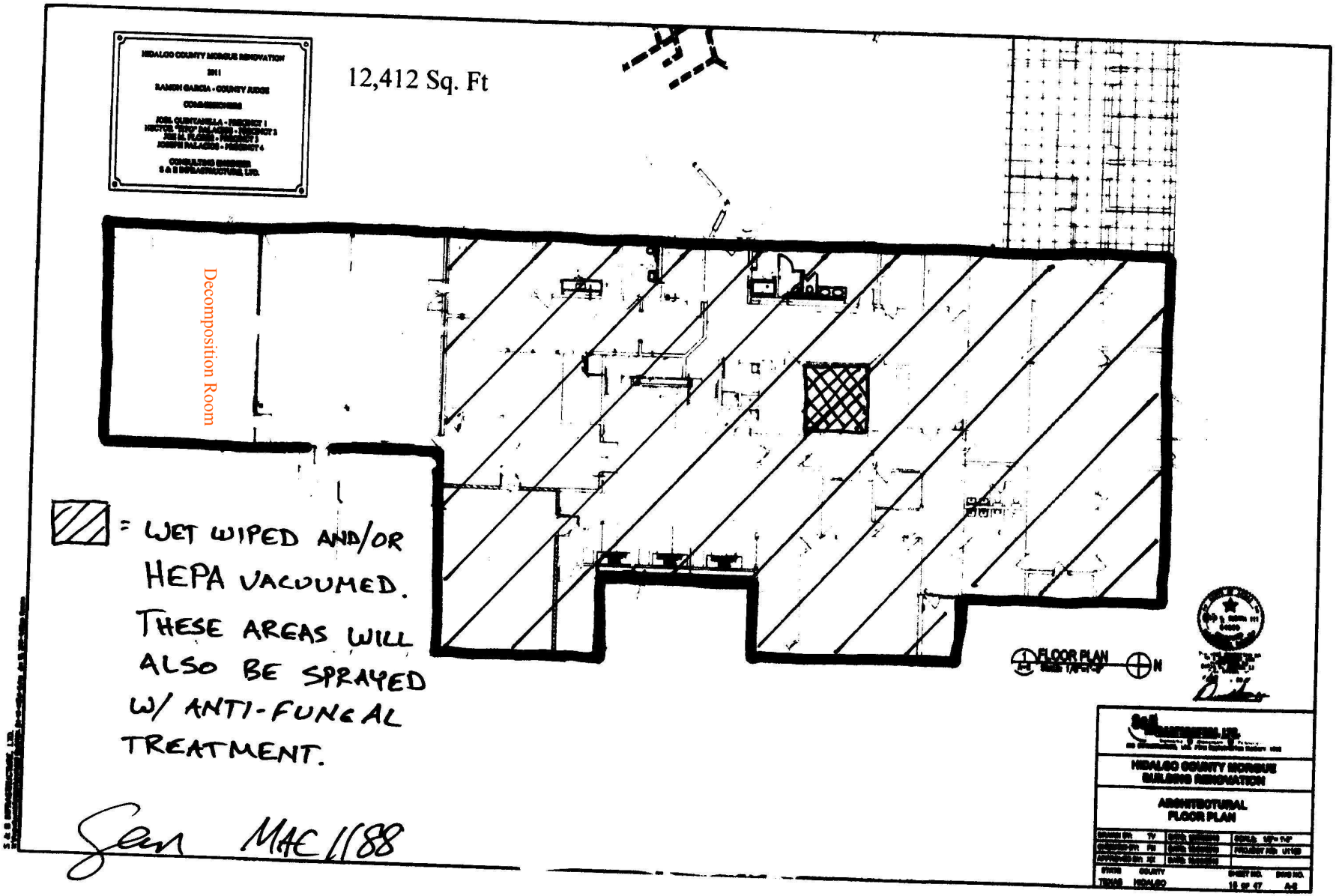
6/28/2011
File: 1105068

REVIEWED
By Oscar Garza at 10:14 am, Jun 30, 2011



Has this area tested & cleared; if so please forward the appropriate documentation

* - ALL WATER STAINED/DAMAGED CEILING PANELS TO BE REMOVED
* - ALL INTERIOR SURFACES TO BE HEPA VACUUMED & WET WIPED
* - ALL HVAC SYSTEMS TO BE CLEANED OR REPLACED


HIDALGO COUNTY MORGUE RENOVATION
2011
RAMON GARCIA - COUNTY JUDGE
JOEL QUINTANILLA - PRECINCT 1
JOSE M. FLORES - PRECINCT 3
JOSEPH PALACIOS - PRECINCT 4
12,412 Sq. Ft
Decomposition Room
= WET WIPED AND/OR HEPA VACUUMED. THESE AREAS WILL ALSO BE SPRAYED W/ ANTI-FUNGAL TREATMENT.
FLOOR PLAN
N
HIDALGO COUNTY MORGUE BUILDING RENOVATION
ARCHITECTURAL FLOOR PLAN

San MAC 1188

AI-27031 **42.Q.0.**

Approval Invoice/Proposal for Action
CC REGULAR

Date:	06/14/2011
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

A. Acceptance and approval to pay Invoice #15126 (PO #657755) as submitted by SSCI (Separation Systems Consultants, Inc.) approved vendor with TCPN Contract #R4747 approved and authorized by CC on March 29, 2011 for Survey Testing to "New Autopsy Facility" and as required by the City of Edinburg.

B. Pursuant to findings by SSCI, acceptance & approval of Proposal submitted for preparation of Scope of Work, monitoring and testing in an estimated amount of $1,214 for the aforementioned.

BACKGROUND

Proposed survey is required by the City of Edinburg, before issuance of required permit for the proposed Repairs & Renovations to the "New Autopsy Facility " aka Project # 2011-039-OGG.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available funds in the amount of $586,887.12 under Acct. #1-1342-421-00-220-045-0-452.

Attachments

Link: 11-039

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Oscar Garza	06/08/2011 03:58 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Oscar Garza Started On: 06/08/2011 03:58 PM

AI-27630 **21. G. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Marty Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

Recommending award of bid and approval of contract document to the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Tax Asssessor/Collector's Office-Printing & Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"-RFB No. 2011-131A-07-13-SMA.

BACKGROUND

Recommended vendor is "Information Management Solutions L.L.C." (IMS)

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-15-140-001-0-350

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

BUDGETARY IMPACT:

Available funds as of 7/21/11 are $49,567.52.

Attachments

Dept's Recommendation
Participation List
Bid Tabulation
Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 02:40 PM
Perla Lopez	Perla Lopez	07/21/2011 04:23 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Sandra Montalvo Started On: 07/20/2011 01:53 PM

Final Approval Date: 07/22/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

July 14, 2011

MS. Marty Salazar
Hidalgo County Purchasing Agent
2802 S. Bus. Hwy 281
Edinburg, Texas 78539

Re: Bid No. 2011 – 131A – 07 - 13 - SMA

Dear Ms. Salazar:

Recommendation is hereby made in favor of Information Management Solutions from San Antonio, Texas for the amount of $39,328.00.

Information Management Solutions is the lowest bidder that met all the specifications.

Should you have any questions in regards, do not hesitate to contact my office.

Sincerely,

Armando Barrera Jr., RTA
Hidalgo County Tax Office

RECEIVED
JUL 14 2011
B. 2:00

ABJ:nc

Xc: MS. Sandra Montalvo
Purchasing Dept.

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Armando Barrera, Jr., RTA**
Hidalgo County Tax Assessor/Collector

ATTN: Edgar Jaramillo via email: edgar.jaramillo@taxoffice.co.hidalgo.tx.us
Mary Garcia via email: mary.garcia@taxoffice.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: July 13, 2011

RE: ***BID AWARD CONCURRENCE REQUEST*: – Hidalgo County Tax Assessor/Collector "Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes" Bid No. 2011-131A-07-13-SMA**

We have received three (3) responses to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response July 15 2011 @ 10:00 a.m. or if possible earlier Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1-1100-415-15-140-001-0-350

Recommendations/Concerns: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Armando Barrera Jr.	Tax Office	July 14, 2011

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: July 13, 2011 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Tax Office- "Printing and Mailing of 2011 Tax Statements, Tax Rolls And Envelopes.

BID NO.: 2011-131A-07-13-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	LASER PRINTERS & MAILING SERVICE Attn: Katy	mailed	Sandra Montalvo	06/27/11	8701 Perrin Beitel San Antonio, TX 78217 (210) 590-6565 office (210) 590 – 1620 fax katy@lpmsi.com
2)	HAMER ENTERPRISES EZ ACCESS/TEXAS LOGIC Attn: Mike Braun	mailed	Sandra Montalvo	06/27/11	4200-A N. Bicentennial Dr. McAllen, TX 78504 (956) 682-3466 office (956) 682-0906 fax mgbraun@hecorp.com
3)	FIS PAYDIRECT SOLUTIONS Attn: Andrea Brumley	mailed	Sandra Montalvo	06/27/11	113 Seaboard Lane, Suite A-250 Franklin, TN 37067 615.665.6715 Office 615.665.6762 Fax andrea.brumley@fisglobal.com
4)	ZYTRON, INC Attn: Jerry South	EMR	Sandra Montalvo	06/27/11	4101 Directors Row Houston, TX 77092 Phone: 713-263-1506 Fax:713-957-0438 jsouth@zytron.net
5)	DIRECT MAIL PARTNERS Attn: Laura Sullivan	EMR & mailed	Sandra Montalvo	06/27/11	1505 Wallace Drive, Ste 154 Carrollton, TX 75006 Bus:972-446-3671 ext. 104 Cell: 214-557-7147 Fax: 972-242-6880 laura.sullivan@directmailpartners.com
6)	WEST TEXAS MICROGRAPHICS, LLC Attn: Trey Laverty	EMR	Sandra Montalvo	06/27/11	920 West 9th Amarillo, Tx 79101 806-373-6445 office 806-678-7013 cell treyl@westexmicro.com
7)	INFORMATION MANAGEMENT SOLUTIONS Attn: Sy Green or Thomas Kelly Dowe	EMR	Sandra Montalvo	06/27/11	2422 Freedom St. San Antonio, Tx 78217 210-826-4994 ext 18 210-826-2676 fax sy@totalims.com
8)	EXPEDIENT MAIL Attn: Glen Hudson	mailed	Sandra Montalvo	06/27/11	2900 Finfeather, Ste. 103 Bryan, Tx 77801 979-821-2588 ghudson@sunbelt-graphics.com
9)	QUESTMARK INFORMATION MANAGEMENT. INC. Attn: Kelly Salinas	EMR	Sandra Montalvo	06/27/11	9440 Kirby Dr Houston, Tx 77054 713-662-9022-Office 281-414-1024 Cell Eddied@Giminc.Com
10)	PSC INFO. GROUP Attn: Charlie Mcgee	mailed& emailed	Sandra Montalvo	06/27/11	P.O, Box 703 Valley,Forge, Pa 19482 610-650-3964 Office 610-764-9480 Cell 610-666-9700 Fax Cmcgee@Pscinfogroup.Com
11)	PBD WORLDWIDE FULFILLMENT SERVICES Attn: Phillip Perry	mailed & emailed	Sandra Montalvo	06/27/11	3280 Ridge Parkway Duluth, Ga 30096 770-280-4554 Office 678-622-7030 Cell Philip.Perry@Pbd.Com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: July 13, 2011	**BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: Hidalgo County Tax Office- "Printing and Mailing of 2011 Tax Statements, Tax Rolls And Envelopes.	
BID NO.: 2011-131A-07-13-SMA	**Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
12)	MIDWEST DIRECT Attn: Jim Richter	EMR	Sandra Montalvo	06/27/11	1235 Spring Garden Ave Pittsburgh, PA 15212 Phone: 412.322.7100 Cell: 412.915.7013 Fax: 412.322.9310 jrichter@mw-direct.com www.mw-direct.com
13)	PEREGRINE SERVICES INC. attn: Tom Stith	EMR	Sandra Montalvo	06/27/11	Tom Stith 21451 W 121 Olathe, KS 66061 913-972-2734 tstith@peregrinesolutions.com
14)	ARISTA INFORMATION SYSTEMS Attn: Ralph Reed	EMR	Sandra Montalvo	07/01/11	2320 Northmont Parkway Suite 100 Duluth, Georgia 30096 Phone: 678-473-1885 Extension 3130 Cell; 770-265-9388 Fax: 678-473-1051 rreed@aristainfo.com
15)	MAILMAX DIRECT Attn: Michael Hartley	EMR	Sandra Montalvo	06/27/11	36 Long Creek Road Austin, Texas 78737 512-550-1097 Fax 383-5818 mhartley@mailmaxdirect.com
16)	PINNACLE DATA SYSTEMS Attn: Peggy Banks	EMR	Sandra Montalvo	06/27/11	350 Automation Way Irondale AL 35210 888-259-6601 x 525 Peggy Banks peggybanks@pinnacledatasystems.com http://pinnacledatasystems.com
17)	STAMPEDE MAILING SERVICE Attn: Gary Shults	EMR	Sandra Montalvo	06/27/11	8049 Bond ST Lenexa KS 66214 913.888.9000 gshults@stamp-ede.com
18)	PRIME VENDOR INC. Attn: Alix Sechrest	EMR	Sandra Montalvo	06/27/11	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 bids17@prime-vendor.com
19)	PPS – PRINT PACK & SHIP Attn: Gary Bowery	EMR	Sandra Montalvo	06/27/11	1901 Long Prairie Road,Suite 130 Flower Mound, TX 75022 Office – (972) 539-5826 Fax – (972) 539-5827 gary@fmpps.com
20)	OUTSOURCE DATA CENTER Attn: Kevin T. Godwin	EMR	Sandra Montalvo	06/27/11	1000 N. Post Oak Rd., Suite 250 Houston TX 77055 p: 713.864.3311 f: 281.453.1994 kgodwin@outsourcedatacenter.com www.outsourcedatacenter.com
21)	THE DATA CENTER - WORLD WIDE Attn: Janet Brown	EMR	Sandra Montalvo	06/27/11	1827 S Fremont Dr, SLC UT 84104 Office (801)978-1030 ext.-167 Cell (801) 573-5835 Email: janet@datacenterusa.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: July 13, 2011 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Tax Office- "Printing and Mailing of 2011 Tax Statements, Tax Rolls And Envelopes.

BID NO.: 2011-131A-07-13-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
22)	CSG SYSTEMS, INC. Attn: Jill Tauber	EMR	Sandra Montalvo	06/27/11	1451 N. Rice Avenue Oxnard, CA 93030 805-604-6845 phone 805-604-6821 fax Jill_Tauber@csgsystems.com
23)	DIAMOND MARKETING SOLUTIONS Attn: Larry Gates	EMR	Sandra Montalvo	06/27/11	12956 Old Forge Road Waynesboro, PA 17268 410-771-2104 office 410-771-3341 fax lgates@ndsc-inc.com
24)	BUSINESS INK COMPANY Attn: Vicki McCullough	EMR	Sandra Montalvo	06/27/11	Office phone 512.949.2211 vmccullough@businessink.com
25)	LETTER LOGIC Attn: Hannah Bell	EMR	Sandra Montalvo	06/27/11	615.476.6406 1209 4th Ave. South Nashville, TN 37210-4107 Hannah.Bell@letterlogic.com www.letterlogic.com
26)	CURTIS 1000 Attn: Oscar Zapata	IP	Sandra Montalvo	06/27/11	1620 Xanthisma Ave Mcallen, Tx 78504 877-287-8715 Ext 5449 956-605-1309 Cell 956-631-1001 Fax Ozapata@Curtis1000.Com
27)	INFOSEND Attn: Russ Alberti	EMR	Sandra Montalvo	06/27/11	4240 E. La Palma Ave. Anaheim, CA 92807 Office 480.840.3344 Mobile 602.750.3830 E-mail: russ.a@infosend.com
28)	FTB PRINT & MAIL Attn: Sarrah Soza	EMR	Sandra Montalvo	06/28/11	1766 N. Helm Ave. #105 Fresno, CA 93727 559-930-3843 cell 559-456-3893 tel 559-456-2066 fax sarrah@ftbfresno.com
29)	MANIPAL PRESS LIMITED Attn: Akshay Shetty	EMR	Sandra Montalvo	06/28/11	India 91-99020-02699 phone akshay.shetty@manipalpress.com
30)	EUCLID INFOTECH Attn: Manasi Pawar	EMR	Sandra Montalvo	06/27/11	1,arch Gold, Next to MTNL Tel Echange Poisar, SV Road, Kandivali (West), Mumbai, India 400-067 91-22-28013817 phone tenderingauthority400@gmail.com
31)	SBSC/SMALL BUSINESS SERVICE CENTER, LLC Attn:	EMR	Sandra Montalvo	06/27/11	122 E. Kings Highway, suite 504 Maple Shade, NJ 08052 856-234-8059 phone 800-615-6245 856-234-3702 fax bob-sbsc@fast.net

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: July 13, 2011 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Tax Office- "Printing and Mailing of 2011 Tax Statements, Tax Rolls And Envelopes.

BID NO.: 2011-131A-07-13-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
32)	INFORMATION OUTSOURCE **Attn: Stacey Hanlon**	EMR	Sandra Montalvo	06/28/11	3540 West Lincoln Street Phoenix, AZ 85009 800.735.9515 (phone) 602.352.2369 (local) 602.352.2370 (fax) www.informationoutsource.com
33)	SOURCELINK OHIO, LLC Attn: Janice Pilkenton	EMR	Sandra Montalvo	06/28/11	3303 West Tech Rd Miamisburg OH 45342 jpilkenton@sourcelink.com Direct Line 937-619-4512 Fax 937-885-8015
34)	PROFITABILITY OF HAWAII Attn: Michelle Headley	EMR	Sandra Montalvo	07/01/11	1000 Bishop Street, 7th Floor Honolulu, Hawaii 96813 Office: 808-536-6167 Fax: 808-536-3652 14739 Catalina Street San Leandro, California 94577 Office: 510-357-1400 Fax: 510-357-1490
35)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Tax Assessor/Collector Office

DESCRIPTION OF BID: "Printing & Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"

BID OPENING DATE: JULY 13, 2011	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2011-131A-07-13-SMA	**BUYER: Sandra Montalvo**

	NAME OF COMPANY	**TOTAL BID PRICE**
1.	HAMER ENTERPRISES-MCALLEN	**$53,234.73**
2.	INFORMATION MANAGEMENT SOLUTIONS	**$39,328.00**
3.	METIAVANTE	**$61,078.50** **$1,500 set-up fee one time**
4.	PANHANDLE PRESORT	**late bid**
5.	ZYTRON	**$37,655.00** #10 envelopes
6.		
7.		
8.		
9.		
10.		
11.		
12.		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-131A-07-26

THIS CONTRACT is made and entered into this 26th day of July, **2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Information Management Solutions, L.L.C. dba IMS, Henry Minten,** a Texas Limited Liability Company. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"** for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, and a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and the term of this contract shall be for a period of two weeks or less upon receipt of data tapes or FTP files from Tax Assessor/Collector. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	Hidalgo County Attn: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Company:	Information Management Solution, LLC Thomas Kelly Dowe, Vice President 2422 Freedom Drive San Antonio, TX 78217

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

14. This Agreement may be terminated Hidalgo County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this

Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

INFORMATIVE MANAGEMENT SOLUTION, LLC

By:_____

Printed Name:_____

Title:_____

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

By:_____

EXHIBIT "A"

SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

June 27, 2011

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE**
Request for Bids -**"Printing and Mailing of 2011 Tax Statements, Tax Rolls & Envelopes"**
Bid No: 2011-131A-07-13-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
"PRINTING and MAILING OF 2011 TAX STATEMENTS- TAX ROLLS and ENVELOPES"

Bid No: 2011-131A-07-13-SMA

1. **Request for Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications, consisting of 5 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements, consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application & W-9 form, consisting of 6 pages.**
8. **Certification Regarding Debarment consists of 1 page.**
9. **Draft Service Contract, consisting of 8 pages.**
10. **Samples- of Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

JUNE 27, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR'S OFFICE

"Printing and Mailing of 2011 Tax Statements, Tax Rolls & Envelopes"

RFB No. 2011-131A-07-13-SMA

Bid No: 2011-131A-07-13-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2011 Tax Statements-Tax Rolls and Envelopes"

BID OPENING DATE: July 13, 2011 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders 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 specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return 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: **"BID-2011-131A-07-13-SMA- HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 13, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-131A-07-13-SMA-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item 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 bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

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, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., 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 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 bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- 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, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  e) Notation **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE- "Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**JULY 13, 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 & services exceeding $100,000, all bidders 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 bidders 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 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder 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 material men 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. **DISCLOSURE OF CONFLICT OF INTEREST**

- 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 contracts 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 bidder 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 completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder'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. Bids, 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 Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- 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 bidder 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 bidder'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 bidder 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 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 bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder 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 bidder'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 and services provided by successful bidder.

28. Successful bidder 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 Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder 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 bidder 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.

Bid
for

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County Tax Assessor/Collector

"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"

BID NO: 2011-131A-07-13-SMA

Hidalgo County Tax Assessor/Collector's office is currently soliciting to contract a qualified vendor that meets and/or exceeds all specification/requirements, terms and conditions for ***"Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"*** on the following items:

Item I: --------Approximately 360,000 1-Part Laser Printed Tax Statements
Item II: -------Approximately 50,000 Double-Sided Laser Printed Tax Rolls Pages
Item III: ------Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
Item IV: ------Envelopes required for mailing, (Item I).

All bids must be in writing and mailed or delivered to: **Martha L. Salazar, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78540**. Only Bids that include the three (3) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

ITEM I. TAX STATEMENT

1) Size: 8 1/2" x 14" printed on two-sides.(3 inches from bottom is the perforation)
2) Perforated for return payment stub (horizontal).
3) Laser printed Tax Statements on 20 lb. **must** be printed in **light blue** color paper in black ink.
4) Statement must be designed for the collection of taxes printed on two-sides for multiple entities.
5) Statement must be designed to be mailed in a special window envelope designed by the Tax Office.
6) Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts.
7) Provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.
8) All tax information for the statements must be extracted from removable storage media provided by Hidalgo County, **External HD** and **DVD's.**
9) Print selected information in **Delivery Bar Code/OCR** in compliance with Tax Office and ACT, (Automated Collections Technology, Inc.) software requirements.
10) Print selected messages in English and Spanish.
11) Printed in zip code order and alphabetical order within the zip code.
12) Need PDF files of statements broken down by 4GB DVD's. The PDF files need to be full text searchable and the file name to be the account number. (i.e. A1000-00-000-0000-00 pdf)

ITEM II. TAX ROLLS

1) Laser printed on #24 white paper.

2) Printed on 8 ½" x 11" loose sheets, **(Do Not Bind).**

3) All information for tax roll must be extracted from removable storage media provided by the Hidalgo County Tax Office. (External HD, DVD's, or FTP Delivery).

4) Tax roll must be printed(PDF file will be provided) as specified by Tax Office(double-sided Tax Rolls)

5) **Need PDF files of tax rolls broken down by 4GB, DVD's. The PDF files need to be full text searchable.**

ITEM- III. FOLDING, INSERTING, SORTING, AND MAILING TAX STATEMENTS

1) Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode are visible and in compliance with U. S. Postal Service specifications for automated processing.

2) Statement(s) and a #9 return envelope will be inserted into a #10 special window envelope.

3) Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service.

ITEM IV. ENVELOPES REQUIRED FOR MAILING ON (ITEM I)

1) Return Envelopes #9. (Approximately 280,000) (sample enclosed)

2) Special Window Envelopes #10- Permit 44 (Approximately 300,000) (sample enclosed)

3) Brown Kraft Wove Booklet Envelopes #28. (Approximately 1,500) (sample enclosed)

4) White Wove Window Booklet Envelopes #28. (Approximately 10,000) (sample enclosed)

PRINTING INSTRUCTIONS:

	TAX STATEMENTS	File	Printed Copies	PDF Image Copy
1)	Non Mortgage accounts (Zip, Alpha)	1	1	1
2)	Mortgage accounts (Zip, Alpha) Customer Copy	1	1	1
3)	Mortgage accounts (Mort, X-Ref) Tax Office	1	1	1

To Be Mailed by Tax Office (Approx. 30,000 Mortgage Accounts)

TAX ROLLS-(Includes the following Entities)

REAL PROPERTY TAX ROLL (X-REF)	PERSONAL PROPERTY (X-REF)		MINERAL (X-REF)
GHD- ACT#1	DR1-ACT#2	FD1-ACT#3	FD2-ACT#4
FD3-ACT#5	FD4-ACT#6	WSRG-ACT#7	CAN-ACT#21
CES- ACT #23	CED-ACT #24	CGR- ACT #25	CLV-ACT #26
CPM-ACT#27	CMC-ACT#28	CMS-ACT#32	CPR-ACT#33
CPN-ACT#34	CLJ-ACT#35	CPO-ACT#36	CSJ-ACT#37
CSV-ACT#39	CWL-ACT#40	SEB-ACT#41	SEE-ACT#42
SPA-ACT#43	SLV-ACT#44	SMA-ACT#45	SMC-ACT#46
SML-ACT#47	SMS-ACT#48	SLJ-ACT#49	SPR-ACT#50
SSL-ACT#51	SVV-ACT#52	SWL-ACT#53	SST-ACT#54
JCC-ACT#55	SDN-ACT#56		

4) Upon completion of above mentioned processes, Tax Office personnel will inspect the statements (original samples) and with authorization from **Mr. Armando Barrera, Jr. Tax Assessor-Collector,** must be obtained in order to release the statements for mailing. Tax Rolls will be delivered to 2804 S. US Hwy. 281, Edinburg, Texas.

SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS

1) Term of this Contract shall be for two weeks or less turnaround from the **date** of receipt of HD or FTP Text files. However, it may **be extended if delay is caused by the Hidalgo County Tax Office or for good cause, to be determined by Hidalgo County Tax Assessor-Collector.**

2) The awarded vendor(s) must provide samples of (the actual perforated original sample) proposed items for approval prior to printing and mailing.

3) Bid amount must include materials, conversion of data, delivery and all other related costs.

4) Postage will be the responsibility of Hidalgo County Tax Office (Permit No. 44, Edinburg Texas Post Office).

5) A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes is provided for your review.

6) Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.

7) Hidalgo County may seek purchases/service from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

8) Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

9) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

10) All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

11) HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

12) Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

13) Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancelled.

14) Bidder(s) commitment to print and deliver mail out of tax statement no later than **November 1, 2011.**

15) In the event, the final printed statements do not meet the specifications of the final accepted proof by Hidalgo County Tax Office representative, the awarded vendor will be responsible for any additional fees which may have been incurred by Hidalgo County.

16) Vendor must provide at least two (2) references with other governmental clients located in the State of Texas such as; cities, counties, etc.

17) Vendor shall have at least one (1) office located in the State of Texas.

18) A Performance bond in the full amount of the quoted amount will be required from the firm that is awarded the contract to guarantee compliance as to specifications and delivery date.

19) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

20) **PRE-BID CONFERENCE will be held on Wednesday, JULY 06, 2011 @ 2:00 p.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281-New Administration Bldg, Edinburg, Texas. We encourage all interested vendor(s) to attend.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, Wednesday, July 06,2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 08, 2011, by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

EXHIBIT "B"

Bid Page

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"

BID No. 2011-131A-07-13-SMA

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

DESCRIPTION OF SERVICES TO BE PERFORMED ON AS NEEDED BASIS		PRICE
ITEM- I	1-Part Laser Printed Tax Statements (Approximately 360,000)	**$**
ITEM- II	Double-Sided Laser Printed Tax Roll Pages (Approximately 50,000)	**$**
ITEM-III	Folding, Inserting, Presorting and Mailing of Tax Statements, (Item I)to Edinburg, Texas Post Office	**$**
ITEM- IV	1) Return Envelopes#9 (Approximately 280,000)	**$**
	2) Special Window Envelopes#10 – (Approximately 300,000) Permit #44	**$**
	3) Brown Kraft Wove Booklet Envelopes #28 (Approximately 1,500)	**$**
	4) White Wove Window Booklet Envelopes #28 (Approximately 10,000)	**$**
	****Any other additional charges**	**$**
	TOTAL BID PRICE	**$**

****Please provide an explanation of additional charges that may be incurred:**

_____

_____

_____

_____

Bidder(s) commitment to print and deliver mail out of tax statement no later than: November 1, 2011.

EXHIBIT "B"

Bid Page

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"

BID No. 2011-131A-07-13-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable) _____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR'S OFFICE

"Printing and Mailing of 2011 Tax Statements, Tax Rolls & Envelopes"

RFB No. 2011-131A-07-13-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?: ☐ Yes ☐ No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR'S OFFICE

"Printing and Mailing of 2011 Tax Statements, Tax Rolls & Envelopes"

RFB No. 2011-131A-07-13-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

SAMPLES– Tax Statements, Tax Rolls & Envelopes

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR'S OFFICE

"Printing and Mailing of 2011 Tax Statements, Tax Rolls & Envelopes"

RFB No. 2011-131A-07-13-SMA

2010 CONSOLIDATED PROPERTY TAX STATEMENT

TAXES ARE DUE UPON RECEIPT. TAXES WILL BECOME DELINQUENT ON FEBRUARY 1, 2011
PENALTY AND INTEREST WILL BE ADDED MONTHLY BEGINNING FEBRUARY 1, 2011

The jurisdictions listed below have consolidated their tax collections for 2010. Please refer questions to the Hidalgo County Tax Office by telephone at (956) 318-2157 or by mail at PO Box 178, Edinburg, Texas 78540-0178

Armando Barrera Jr., RTA, Tax Assessor/Collector, Hidalgo County, Texas

ACCOUNT NUMBER: M0750-00-002-0004-00 **LOAN #** **FIDO #**

DATE OF NOTICE: November 1, 2010

HCAD Number: 227001

OWNER NAME AND ADDRESS:

WILLITS SHARON
316 HAZLETT AVE
WHEELING WV 26003-6923

LEGAL DESCRIPTION:
MAPLE ADDITION LOT 4 BLK 2

609 MAPLE AVE
ACREAGE: .2738

APPRAISAL ASSESSMENT AND EXEMPTIONS	Property Class	Land	AG /Other	Improvements	Personal Property And Minerals	Total Appraised Value	100% Assessed Value	Exemptions
	Qualifying	$29,813		$67,736		$97,549	$97,549	HOMESTEAD
	Non-Qualifying							
	AG / Other							
	TOTAL	$29,813		$67,736		$97,549	$97,549	

Tax Unit	HS Cap Value	Exemption Codes	Exempt Amount	Taxable Value	Tax Rate Per $100	FRZ Flag	Tax Levy	Total Amount Due If Paid in Month-Year	
1		HOM	$0	$97,549	.59000000		$575.54	Oct-2010 +0%	$1,801.9
2		HOM	$0	$97,549	.07250000		$70.72	Nov-2010 +0%	$1,801.9
47		HOM	$15,000	$82,549	1.1650000		$961.70	Dec-2010 +0%	$1,801.9
54		HOM	$0	$97,549	.04920000		$47.99	Jan-2011 +0%	$1,801.9
55		HOM	$0	$97,549	.14970000		$146.03	Feb-2011 +7%	$1,928.1
								Mar-2011 +9%	$1,964.1
								Apr-2011 +11%	$2,000.2
								May-2011 +13%	$2,036.2
								Jun-2011 +15%	$2,072.2

Total Tax Due By January 31, 2011 is $1,801.98 ISD Rate: 20[illegible] M&O .0400000 I&S .12500000 TOTAL 1.16500

Prior Year Taxes Due on November 1, 2010: $.00 ISD Rate: [illegible]10 M&O .0400000 I&S .12500000 TOTAL 1.16500

- Please examine the assessed value and exemptions granted on this bill. If you believe there is an error in the value or exemptions, you may contact the Hidalgo County Appraisal District at (956) 381-8466
- If these taxes should be paid by your mortgage company, please forward this bill to them [illegible]
- Please visit our website to pay online or to inquire on your property information [illegible]
- Pursuant to Sec 33.11, Texas Property Tax Code, all personal property delinquent [illegible] April 1 may be subject to an additional early penalty

M0750-00-002-0004-00

JURISDICTIONS:

1	HIDALGO CO	2	DRAIN DIST		47	MCALLEN ISD	
54	S TEXAS ISD	55	SO TX COLL				

EXEMPTIONS:

HOM	HOMESTEAD

5 YEAR HISTORY: (As per section 31.0[illegible] the Texas Property Tax Code) NOTE: Blanks means no data is available.

YEAR		1	2	[illegible]	54	55			
2010	APPRAISED	$97,549	$97,549	$97,549	$97,549	$97,549	$97,549	$97,549	$97,54
5th Yr	% DIFF	35.08	35.08	35.08	35.08	35.08	35.08	35.08	35.0
	TAX VALUE	$97,549	$97,549	$82,549	$97,549	$97,549			
5th Yr	% DIFF	35.08	35.08	44.28	35.08	35.08			
	TAX RATE	.59000000	.07250000	1.1650000	.04920000	.14970000			
5th Yr	% DIFF	.00000000	-87.00000	-27.89000		-5.79000			
	LEVY	$575.54	$70.72	$961.70	$47.99	$146.03			
5th Yr	% DIFF	35.08	125.18	4.04	60.52	27.20			
2009	TAX VALUE	$94,606	[illegible]	$79,606	$94,606	$94,606			
	TAX RATE	.59000000	.07250000	1.1650000	.04920000	.14910000			
	LEVY	$558.18	$58.59	$927.41	$46.55	$141.05			
	% DIFF	3.11	3.11	3.70	3.09	3.52			
2008	TAX VALUE	$86,006	$86,006	$71,006	$86,006	$86,006			
	TAX RATE	.59000000	.07000000	1.1450000	.04920000	.14900000			
	LEVY	$507.43	$60.20	$813.01	$42.31	$128.14			
	% DIFF	10.00	58.49	12.37	9.98	7.00			
2007	TAX VALUE	$78,186	$78,186	$63,186	$78,186	$78,186			
	TAX RATE	.59000000	.04920000	1.1450000	.04920000	.15400000			
	LEVY	$461.30	$38.47	$723.49	$38.47	$120.41			
	% DIFF	10.00	31.03	-12.71	36.06	8.43			
2006	TAX VALUE	$71,078	$71,078	$56,078	$71,078	$71,078			
	TAX RATE	.59000000	.04130000	1.4760000	.03920000	.15480000			
	LEVY	$419.36	$29.36	$828.63	$27.86	$110.03			
	% DIFF	-1.57	-6.53	-10.33	-1.59	-4.11			
2005	TAX VALUE	$72,216	$72,216	$57,216	$72,216	$72,216			
	TAX RATE	.59000000	.04350000	1.6135000	.03920000	.15890000			
	LEVY	$426.07	$31.41	$974.32	$28.31	$114.75			

SAMPLE

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT ☐ CHECK HERE FOR CHANGE OF ADDRESS
PLEASE PUT YOUR ACCOUNT NUMBER ON ALL CORRESPONDENCE CHANGE OF ADDRESS FORM ON BACK

October 2010	November 2010	December 2010	January 2011	Account Number:
$1,801.98	$1,801.98	$1,801.98	$1,801.98	M0750-00-002-0004-00
February 2011	March 2011	HCAD Number:	AMOUNT PAID:	
$1,928.12	$1,964.15	227001		

WILLITS SHARON
316 HAZLETT AVE
WHEELING WV 26003-6923

PAY TO:
ARMANDO BARRERA JR, RTA
HIDALGO COUNTY TEXAS
PO BOX 178
EDINBURG TX 78540-0178

00002270010000180198

BACK SIDE

This is your 2010 Hidalgo County Consolidated Tax Statement. Please return the bottom portion along with your check or money order for the amount due in the enclosed pre-addressed envelope. **You may pay in person at the following locations: Hidalgo County Tax Office located at 2804 S. US Hwy 281, in Edinburg, Texas, Telephone (956) 318-2157, 1902 Joe Stephens, (Precinct #1 Complex Bldg.), Weslaco, Texas, Telephone (956) 973-7825, 509 E. Earling Rd., (precinct #2 Community Resource Center), San Juan, Texas, Telephone (956) 283-1773, or 722 N. Breyfogle, Ste. 104, (Precinct #3 Complex Bldg.), Mission , Texas, telephone (956) 205-7050. You may also pay through January 31, 2011 at First National Bank locations listed below.** Your 2010 Tax Statement will be required when paying at any of the bank locations. If you mail your payment, your canceled check or money order will be your receipt. If you need a tax office receipt, please send a self-addressed stamped envelope with your payment. To avoid paying penalty and interest, please pay by **January 31, 2011.** If you no longer own this property, please return statement to our office with name and address of new owner, if possible. **PAYMENT MUST BE MADE IN U.S. CURRENCY.** Questions regarding property valuation and all exemptions should be directed to the Hidalgo County Appraisal District at (956) 381-8466, 565-2461 or P.O. Box 208, Edinburg, Texas 78540-0208. **Hidalgo County Tax Office, Internet Web Site: WWW.HIDALGOCOUNTYTAX.ORG**

********** **IMPORTANT NOTICE** **********

YOU MAY NOW PAY YOUR 2010 HIDALGO COUNTY, WRSG, DONNA I.S.D, EDCOUCH-ELSA I.S.D., EDINBURG C.I.S.D., LA JOYA I.S.D., LA VILLA I.S.D., MCALLEN I.S.D., MERCEDES I.S.D., MISSION C.I.S.D., MONTE ALTO I.S.D., PROGRESO I.S.D., PSJA I.S.D., SHARYLAND I.S.D., VALLEY VIEW I.S.D., WESLACO I.S.D., CITY OF ALTON, CITY OF EDCOUCH, CITY OF ELSA, CITY OF GRANJENO, CITY OF LA JOYA, CITY OF LA VILLA, CITY OF MERCEDES, CITY OF MISSION, CITY OF PALMVIEW, CITY OF PENITAS, CITY OF PHARR, CITY OF PROGRESO, CITY OF SAN JUAN, CITY OF SULLIVAN CITY AND CITY OF WESLACO TAXES IN PERSON AT THE FOLLOWING FIRST NATIONAL BANK LOCATIONS:

1329 W. Expressway 83 Alamo, TX	100 W. Cano Edinburg, TX	1920 S. Closner Edinburg, TX	320 E. University Edinburg, TX
301 South Texas Mercedes, TX	911 W. Expressway 83 Weslaco, TX	503 N. D. Salinas Blvd. Donna, TX	900 E. Highway 107 Elsa, TX
7201 N. 10th McAllen, TX	212 N, 23rd McAllen, TX	701 E. Expressway 83 La Joya, TX	2810 N. Closner Edinburg, TX
524 S. Bridge Hidalgo, TX	100 E. Nolana Pharr, TX	1311 S. Cage Pharr, TX	1709 N. Conway Mission, TX

Bank Lobby Hours: Mon-Fri 9:00 AM to 5:00 PM, **Drive Thru hours:** Mon-Fri 8:00 AM to 6:00 PM, **Saturday drive thru hours:** 9:00 AM to 1:00 PM.

Esta es su cuenta consolidada de impuestos del condado de Hidalgo para el año 2010. Por favor regrese la porcion de abago con su cheque o giro postal por la cantidad que aparece en la cuenta. **Si no utiliza el correo puede pagar personalmente en la oficina del Asesor y Recaudador de Impuestos del condado de Hidalgo en las oficinas de impuestos situada en: 2804 S. US Hwy 281, Edinburg, Texas Telefono (956) 318-2157 o 1902 Joe Stephens, (Precinct #1 Complex Bldg.), Weslaco, Texas, Telefono (956) 973-7825, 509 E. Earling Rd., (precinct #2 Community Resource Center), San Juan, Texas, 722 N. Breyfogle, Ste. 104, (Precinct #3 Complex Bldg.), Mission, Texas, telephone (956) 205-7050.** Tambien en cualquier oficina del **First National Bank** hasta el ultimo dia de Enero 31, 2011 en las localidades que aparecen arriba. Si paga en el banco, se le requiere su estado de cuenta. Si envia su pago por correo, su cheque cancelado o comprobante postal sera su recibo. Si desea un recibo de impuestos, favor de incluir un sobre sellado con su direccion, y se le regresara a vuelta de correo. Evitese pagar recargos de impuestos pagando sus impuestos antes del 31, de enero de 2011. **PAGO DEBERA HACERSE EN MONEDA AMERICANA.** Cualquier pregunta respecto a valuacion y exenciones de propiedad se debe comunicar directamente a Hidalgo County Appraisal District, Telefono (956) 381-8466, 565-2461 o al P.O. Box 208, Edinburg, Texas 78540-0208. **Hidalgo County Tax Office, Internet Web Site: WWW.HIDALGOCOUNTYTAX.ORG**

********** **NOTICIA IMPORTANTE** **********

USTED PUEDE PAGAR LOS IMPUESTOS DE LA OFICINA DEL CONDADO DE HIDALGO, WRSG, Y LOS DISTRITOS ESCOLARES DE DONNA, EDCOUCH-ELSA, EDINBURG, LA JOYA, LA VILLA, MCALLEN, MERCEDES, MISSION, MONTE ALTO, PROGRESO, PSJA, SHARYLAND, VALLEY VIEW, WESLACO Y LAS CIUDADES DE ALTON, EDCOUCH, ELSA, GRANJENO, LA JOYA, LA VILLA, MERCEDES, MISSION, PALMVIEW, PENITAS, PHARR, PROGRESO, SAN JUAN, CITY OF SULLIVAN CITY Y WESLACO EN EL BANCO FIRST NATIONAL BANK EN PERSONA EN LAS LOCALIDADES QUE APARECEN ARRIBA.

NOW ACCEPTING

DISCOVER VISA MasterCard

********PROCESSING FEE: $2.50 UP TO $100.00 DOLLARS and 2.5% FEE FOR THOSE AMOUNTS EXCEEDING $100.00 DOLLARS********

HIDALGO COUNTY APPRAISAL DISTRICT
CORRECTION FORM
(Address only)

DATE: _____

PIDN ☐☐☐☐☐ ☐☐ ☐☐☐ ☐☐☐☐ ☐☐

	CURRENT	PREVIOUS
NAME:		
C/O:		
ADDRESS:		
CITY:		
STATE:	ZIP (Use ZIP + 4)	ZIP (Use ZIP + 4)

CHANGE REQUESTED BY: _____ (SIGNATURE) _____ (PRINT NAME)

Postage Required
Post Office will not deliver without proper postage.

FRONT SIDE

RETURN ENVELOPE #9

ARMANDO BARRERA JR RTA
TAX ASSESSOR/COLLECTOR
HIDALGO COUNTY TEXAS
PO BOX 4290
EDINBURG TX 78540-4290

USE THIS ENVELOPE FOR FORWARDING PAYMENTS ONLY
- **ALL CORRESPONDENCE SHOULD BE DIRECTED TO ARMANDO BARRERA JR RTA**
- **TAX ASSESSOR/COLLECTOR PO BOX 178, EDINBURG TX 78540-0178**

BACK SIDE

FOR YOUR PROTECTION AND BETTER SERVICE PLEASE,
- **MAKE CHECKS PAYABLE TO ARMANDO BARRERA JR RTA TAX ASSESSOR/COLLECTOR**
- **INDICATE PROPERTY I.D. NUMBER ON YOUR CHECK**
- **ENCLOSE STATEMENT WITH PAYMENT (PLEASE DO NOT STAPLE OR TAPE)**
- **FOR RECEIPT ENCLOSE SELF-ADDRESSED STAMPED ENVELOPE**

ARMANDO BARRERA JR RTA
TAX ASSESSOR/COLLECTOR
HIDALGO COUNTY TEXAS
P O BOX 178
EDINBURG, TEXAS 78540-0178

ADDRESS SERVICE REQUESTED

WHITE WOVE WINDOW BOOKLET
ENVELOPES #28

BROWN KRAFT WOVE BOOKLET ENVELOPES
#28

DOUBLE-SIDED LASER PRINTED TAX ROLL PAGES

TAX ROLL
ALL JURISDICTIONS

OWNER NAME / ACCOUNT NUMBER	RECEIPT	LAND VALUE	AG VALUE	DEFERRED AG	IMPROV PERS	APPR VALUE	LEGAL DESCRIPTIONS	TAXABLE VALUE / HOMESTD CAP	EXMPTS CURRENT	TAX
"HERNANDEZ" SECOND HAND STORE							INVENTORY FURNITURE FIXTURES & EQUIPMENT AT 2201 CHICAGO /NEW ACCT 2002			
4108 ORA ST			CATEGORY:	FIDO:						
EDINBURG TX 78539-	02129099		2201 CHICAGO ROLL: P ACRES: 0.0000							
H0900-99-045-0001-01	0001	0	0	0	2,298	2,298 TOT	0	2,298		13.56
	0002	0	0	0	2,298	2,298 TOT	0	2,298		1.67
	0047	0	0	0	2,298	2,298 TOT	0	2,298		26.77
	0054	0	0	0	2,298	2,298 TOT	0	2,298		1.13
	0055	0	0	0	2,298	2,298 TOT	0	2,298		3.44
** ACCOUNT TOTAL **										46.57
$1.50 CLEANERS							SUPPLIES FURNITURE FIXTURES & EQUIPMENT AT 5285 NORTH TWENTY-THIRD /NEW ACCT 2005			
SAMUEL AVILA										
5285 N 23RD			CATEGORY:	FIDO:						
MCALLEN TX 78504-4010	02154149		5285 N 23RD ST ROLL: P ACRES: 0.0000							
K6910-99-000-009A-01	0001	0	0	0	7,950	7,950 TOT	0	7,950		51.60
	0002	0	0	0	7,950	7,950 TOT	0	7,950		6.34
	0047	0	0	0	7,950	7,950 TOT	0	7,950		101.88
	0054	0	0	0	7,950	7,950 TOT	0	7,950		4.30
	0055	0	0	0	7,950	7,950 TOT	0	7,950		13.09
** ACCOUNT TOTAL **										177.21
$1.50 CLEANERS							INVENTORY FURNITURE FIXTURES & EQUIPMENT AT 2600 & 2602 FREDDY GONZALEZ			
SAMUEL AVILA										
2600 W FREDDY GONZALEZ DR			CATEGORY:	FIDO:						
EDINBURG TX 78539-7339	02158807		2600 W FREDDY GONZALEZ ROLL: P ACRES: 0.0000							
L0851-99-000-0005-00	0001	0	0	0	7,323	7,323 TOT	0	7,323		47.53
	0002	0	0	0	7,323	7,323 TOT	0	7,323		5.84
	0041	0	0	0	7,323	7,323 TOT	0	7,323		99.87
	0054	0	0	0	7,323	7,323 TOT	0	7,323		3.96
	0055	0	0	0	7,323	7,323 TOT	0	7,323		12.06
** ACCOUNT TOTAL **										169.26
$1.50 CLEANERS							FURNITURE FIXTURES & EQUIPMENT AT 3800 WEST EXPRESSWAY 83 SUITE C /NEW ACCT 2005			
3800 W EXPWY 83 STE C			CATEGORY:	FIDO:						
MISSION TX 78572-8259	02228971		3800 W EXPWY 83 (N SIDE ROLL: P ACRES: 0.0000							
P1750-99-000-0010-15	0001	0	0	0	1,200	1,200 TOT	0	1,200		7.79
	0002	0	0	0	1,200	1,200 TOT	0	1,200		0.96
	0027	0	0	0	1,200	1,200 TOT	0	1,200		5.98
	0049	0	0	0	1,200	1,200 TOT	0	1,200		17.30
	0054	0	0	0	1,200	1,200 TOT	0	1,200		0.65
	0055	0	0	0	1,200	1,200 TOT	0	1,200		1.98
** ACCOUNT TOTAL **										34.66

BACK SIDE

OWNER NAME / ACCOUNT NUMBER	RECEIPT	LAND VALUE	AG VALUE	DEFERRED AG	IMPROV PERS	APPR VALUE	LEGAL DESCRIPTIONS	TAXABLE VALUE / HOMESTD CAP	EXMPTS CURRENT	TAX
RAMOS DOROTHY										
1307 APACHE DR							TROPICAL PALMS ESTATES LOT 9			
DONNA TX 78537-		CATEGORY:		FIDO:			1307 APACHE DR			
02319446	ROLL: R	ACRES:		0.5013						
T7920- 0-0 0-00 0-009	0001	10,918	0	0	1,874	12,792 TOT		0	12,792	75.47
	0002	10,918	0	0	1,874	12,792 TOT		0	12,792	9.27
	0006	10,918	0	0	1,874	12,792 TOT		0	12,792	3.13
	0054	10,918	0	0	1,874	12,792 TOT		0	12,792	6.29
	0055	10,918	0	0	1,874	12,792 TOT		0	12,792	19.15
	0056	10,918	0	0	1,874	12,792 TOT		0	12,792	160.95
** ACCOUNT TOTAL **									274.26	
1 2 3 AUTO SALES							SPECIAL INVENTORY AT 7312 S HWY 281			
RUTH PRICE							CAGE (SEE K2400-99-000-0325-18) / NEW			
7312 S CAGE BLVD		CATEGORY:		FIDO:			ACCT 2009			
PHARR TX 78577-9050		7312 S CAGE								
02152279	ROLL: P	ACRES:		0.0000						
K2400-93-000-0325-18	0001	0	0	0	19,325	19,325 TOT		0	19,325	114.02
	0002	0	0	0	19,325	19,325 TOT		0	19,325	14.01
	0033	0	0	0	19,325	19,325 TOT		0	19,325	131.41
	0043	0	0	0	19,325	19,325 TOT		0	19,325	262.67
	0054	0	0	0	19,325	19,325 TOT		0	19,325	9.51
	0055	0	0	0	19,325	19,325 TOT		0	19,325	28.93
** ACCOUNT TOTAL **									560.55	
1 2 3 AUTO SALES							FURNITURE FIXTURES & EQUIPMENT AT 7312			
RUTH PRICE							S HWY 281 CAGE (SEE			
7312 S CAGE BLVD		CATEGORY:		FIDO:			K2400-93-000-0325-18) / NEW ACCT 2009			
PHARR TX 78577-9050		7312 S CAGE								
02152605	ROLL: P	ACRES:		0.0000						
K2400-99-000-0325-18	0001	0	0	0	1,181	1,181 TOT		0	1,181	7.67
	0002	0	0	0	1,181	1,181 TOT		0	1,181	0.95
	0033	0	0	0	1,181	1,181 TOT		0	1,181	8.83
	0043	0	0	0	1,181	1,181 TOT		0	1,181	17.66
	0054	0	0	0	1,181	1,181 TOT		0	1,181	0.64
	0055	0	0	0	1,181	1,181 TOT		0	1,181	1.95
** ACCOUNT TOTAL **									37.70	
1 STOP CLEANERS & LAUNDRY							INVENTORY FURNITURE FIXTURES &			
423 N NEBRASKA							EQUIPMENT AT 423 N NEBRASKA/ NEW ACCT			
SAN JUAN TX 78589-		CATEGORY:		FIDO:			2010			
02265556	ROLL: P	423 N NEBRASKA	ACRES:	0.0000						
S0803-99-000-000A-00	0001	0	0	0	130,329	130,329 TOT		0	130,329	845.83
	0002	0	0	0	130,329	130,329 TOT		0	130,329	103.94
	0037	0	0	0	130,329	130,329 TOT		0	130,329	1,058.87
	0043	0	0	0	130,329	130,329 TOT		0	130,329	1,948.57
	0054	0	0	0	130,329	130,329 TOT		0	130,329	70.53
	0055	0	0	0	130,329	130,329 TOT		0	130,329	214.61
** ACCOUNT TOTAL **									4,242.35	

SPECIAL WINDOW ENVELOPE #10

ARMANDO BARRERA JR RTA
TAX ASSESSOR/COLLECTOR
HIDALGO COUNTY TEXAS
P O BOX 178
EDINBURG TEXAS 78540-0178

ADDRESS SERVICE REQUESTED

PRESORT
FIRST-CLASS MAIL
U.S. POSTAGE PAID
EDINBURG TX 78540
PERMIT NO. 44

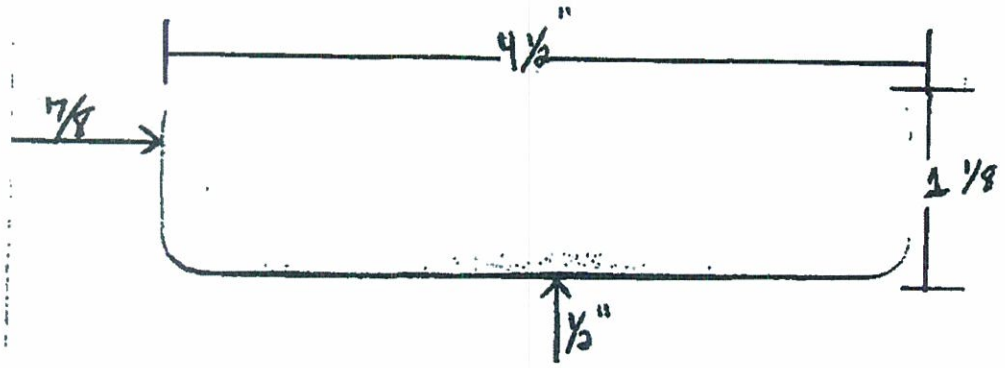


EXHIBIT "B"

BID PAGE

EXHIBIT "B"

Bid Page

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"

BID No. 2011-131A-07-13-SMA

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

DESCRIPTION OF SERVICES TO BE PERFORMED ON AS NEEDED BASIS		PRICE
ITEM- I	1-Part Laser Printed Tax Statements (Approximately 360,000)	$ 16,252.00
ITEM- II	Double-Sided Laser Printed Tax Roll Pages (Approximately 50,000)	$ 3,150.00
ITEM-III	Folding, Inserting, Presorting and Mailing of Tax Statements, (Item I)to Edinburg, Texas Post Office	$ 8,100.00
ITEM- IV	1) Return Envelopes#9 (Approximately 280,000)	$ 3,879.00
	2) Special Window Envelopes#10 – (Approximately 300,000) Permit #44	$ 5,282.00
	3) Brown Kraft Wove Booklet Envelopes #28 (Approximately 1,500)	$ 165.00
	4) White Wove Window Booklet Envelopes #28 (Approximately 10,000)	$ 2500.00
	****Any other additional charges**	$
	TOTAL BID PRICE	$ 39,328.00

****Please provide an explanation of additional charges that may be incurred:**

None

OPENED
9:30
1-13-11
Witnessed

Bidder(s) commitment to print and deliver mail out of tax statement no later than: November 1, 2011.

TP

EXHIBIT "B"

Bid Page

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"

BID No. 2011-131A-07-13-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Information Management Solutions, L.L.C.

ADDRESS: 2422 Freedom Dr.

CITY/STATE/ZIP CODE: San Antonio, TX 78217

PHONE & FAX NO'S: Toll Free 800-255-3190, Local 210-826-4994, Fax 210-826-2676

CELLULAR NO: 210-279-0151

E-MAIL ADDRESS: Kelly@TotalJims.com

AUTHORIZED SIGNATURE: T. Kelly Dowe

PRINTED NAME: Thomas Kelly Dowe

TITLE Vice President

TKD

EXHIBIT "C"

CERTIFICATE OF INSURANCE

OP ID: PS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/11

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 Dan Corrigan Insurance Agency Auto Rental Insurance Agency 103 Biltmore #200 San Antonio, Texas, TX 78213 210-375-2121 210-377-2201	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INFOR-3
INSURED Information Management Solutions LLC dba IMS Henry Minten 2422 Freedom Dr San Antonio, TX 78217	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : THE TRAVELERS INS. CO. INSURER B : INSURER C : 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: POLICY PRO-JECT LOC			IL-PACP-2A349249	06/21/11	06/21/12	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			IL-PACP-2A349249 IL-PACP-2A349249	06/21/11 06/21/11	06/21/12 06/21/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	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			ISUB2A35076-A-11	06/22/11	06/22/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO LIABILITY

CERTIFICATE HOLDER	CANCELLATION
HIDALGO Hidalgo County 2812 S. Business 281 Edinburg, TX 78539	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 Dan Corrigan

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AI-27625 **21. H. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

CAPTION

Requesting approval of “Amendment No. 2 to Work Authorization No. 3” to C-CAP-08-023A-09-02 between Hidalgo County and Millennium Engineers Group, Inc., Inc. to replace Exhibit “D” with the Revised Exhibit “D” resulting in an increase of $3,666.87 in the total amount.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1200-431-00-122-900-0-731

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

BUDGETARY IMPACT:

Pending LIT AI-27620 7/26/11 Note P.O.#620282 Morningside South has total of $10,545.44 instead of $11,696.48 due to difference of $1,151.04 is going to be incurred by Urban County See AI-25509 3/15/11

Attachments

Amendment No.2 to Work Authorization No.3 Morningside South Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	07/20/2011 02:11 PM
Budget & Management	Merlen P. Munoz	07/20/2011 02:38 PM
Roland Garcia	Rolando Garcia	07/22/2011 09:21 AM
Auditor's Office	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Marcie Jackson Started On: 07/20/2011 01:00 PM

Final Approval Date: 07/22/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT NO. 2 TO
"WORK AUTHORIZATION NO. 3"
CONTRACT NO. C-CAP-08-023A-09-02

This AMENDMENT to the Exhibit " D" of Work Authorization No. 3 of the CONTRACTOR between MILLENNIUM ENGINEERS GROUP, INC., (the "Engineer") and **HIDALGO COUNTY** (the "county"), effective the 26th day of July 2011, is made between the Engineer and the County, (the "Amendment"), as follows:

WHEREAS, Engineer and County entered into an Agreement on February 24th 2009, in which the Engineer agreed to provide Construction Material Testing for 3rd Call Colonia Access Program projects: Esperanza Estates, Mesquite Acres, **Morningside South,** McColl Estates, Las Milpas, and Sundowners Retirement Center Subdivisions. Projects are located in Precinct No. 2.

WHERAS, the parties now desire to amend the Projects in which the Engineer may perform the services.

WHERAS, the parties desire to amend the Agreement Exhibit "D" as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Engineer and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Authorization Attachment "D", Engineer and County hereby agree to the following Amendment to the Agreement Exhibit "D"

Replace Attachment "D" with the Revised "Attachment "D".

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY:

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Millennium Engineers Group, Inc.:

_____

Raul Palma, P.E.

Revised
"Exhibit D"

HIDALGO COUNTY PRECINCT 2

Contract # C-CAP-08-023A-09-02

WORK AUTHORIZATION NO.3 – TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Previous Estimated Amount	Current Estimated Amount
09-23	Esperanza Estates	$6,573.12	$6,573.12
09-24	**Morningside South**	**$11,696.48**	**$15,363.35**
09-25	McColl Estates	$5,290.36	$5,290.36
09-26	Las Milpas Subdivision	$5,538.89	$5,538.89
09-27	Sundowners Retirement Center	$8,365.31	$8,365.31
09-28	Mesquite Acres	$7,346.06	$7,346.06
	Total Amount	***$44,810.22***	***$48,477.09***

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
7/11/2011	09-24 (2)

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Att: Yolanda Cisneros 300 West Hall Acres Suite G. Pharr, Texas 78577

Project Name

Description	Qty	Cost	Total
Morning Side South Subdivision			
Additional Services to be rendered			
Atterberg Limits (each test)	7	59.00	413.00
Sieve Analysis (Dry) (each test)	2	50.00	100.00
Moisture Density Relationship - TxDOT Proctor (each test)	5	185.00	925.00
Nuclear Density (each test)	57	22.00	1,254.00
Wet Ball Mill (per test)	2	175.00	350.00
Air Content of Fresh Concrete (Pressure)	4	20.00	80.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16	16.00	256.00
Extraction of Bituminous Moisture, Percent Asphalt & Gradation (per test)	1	225.00	225.00
Asphalt Cores (each core)	4	55.00	220.00
Asphalt Density (In-Place, Nuclear) (per test)	4	15.95	63.80
Asphalt Density (In-Place, Cores) (per test)	4	15.95	63.80
Engr. Technician (Soils) (per hour)	90	40.00	3,600.00
Engr. Technician (Concrete)(per hour)	20	43.00	860.00
Engr. Technician (Asphalt)(per hour)	6	43.00	258.00
Vehicle Trip Charge - Soils (per trip)	37	35.00	1,295.00
Vehicle Trip Charge - Concrete (per trip)	8	35.00	280.00
Vehicle Trip Charge - Asphalt (per trip)	1	35.00	35.00
Test Report (each)	46	30.00	1,380.00
Clerical/Administrative (per hour)	23	40.00	920.00
Project Management (per hour)	11.5	65.00	747.50
By Quote based on Constract No. C-CAP 08-023A-09-02			
Other Services by Quote			
Asphalt Density (In-Place, Cores) (per test)	4	22.00	88.00
Asphalt Cores (each core)	4	22.00	88.00
Preliminary - Services already billed Invoice No. 119025-0611			
Atterberg Limits (each test)	8	59.00	472.00
Asphalt Cores (each core)	8	55.00	440.00
Depth Test	8	6.00	48.00

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

Total

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
7/11/2011	09-24 (2)

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Att: Yolanda Cisneros 300 West Hall Acres Suite G. Pharr, Texas 78577

Project Name

Description	Qty	Cost	Total
Engr. Technician (Soils) (per hour)	16	40.00	640.00
Vehicle Trip Charge (per trip)	2	35.00	70.00
Principal Engineer	1	125.00	125.00
Test Report (each)	1	30.00	30.00
Clerical/Administrative (per hour)	0.5	40.00	20.00
Project Management (per hour)	0.25	65.00	16.25

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

Total $15,363.35

AI-27623 **21. I. 1.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Martha Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional architectural 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 Architectural Services for The Hidalgo County Master Planning Services.

Total Scores	ERO International	Alcocer Garcia Associates, Inc.,	IDEA Group
Evaluator 1	91	87	78
Evaluator 2	95	88	75
Evaluator 3	99	92	86
Evaluator 4	98	95	91
Evaluator 5	98	89	93
Scores	481	451	423
Average	96.2	90.2	84.6
Ranking			

C. Authority for the Purchasing Department to negotiate a professional (Architectural Services) contract with the No. 1 ranked firm of _____ for: the Hidago County Master Planning Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding may be through the City of Edinburg as announced by Hon. Richard H. Garcia, Mayor. If not, funding will need to be identified and appropriated prior to approval of contract.

Attachments

Memo

Grid

Previous Agenda Item

Form Review

Inbox	Reviewed By	Date
Purchasing Department (Originator)	Marty Salazar	07/20/2011 04:51 PM

Form Started By: Nielda Cavazos Started On: 07/20/2011 11:55 AM

Final Approval Date: 07/20/2011

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Mr. Joseph Palacios, Commissioner
Hidalgo County Commissioner Precinct No. 4

FROM: Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department, Administrative Assistant

DATE: June 15, 2011

SUBJECT: SOQ –Selection of Professional Architectural Services (Master Planning Services)

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 Professional Architectural Services in connection with Master Planning Services for Hidalgo County.

Enclosed for your grading, scoring and evaluation task are the following firms as per Commissioners Court approval dated June 14, 201. We ask that the firms you have nominated provide the type of architectural services you require for the project. The "Pool" list specifically identifies the area of architectural services as identified in the submitted Statements of Qualifications.

1) A complete Statements of Qualifications packet for Architectural Services for

a) ERO Architects
b) Alcocer Garcia Associates, Inc
c) IDEA Group

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: Nielda Cavazos- Hidalgo County Purchasing Department

Received by _____ Print Name/Title _____ Date _____

HIDALGO COUNTY

FOR

Professional Architectural Services for

Master Planning Services

Scoring & Evaluation GRID

Architectural Services

Total Scores	ERO International	Alcocer Garcia Associates, Inc.,	IDEA Group
Evaluator 1	91	87	78
Evaluator 2	95	88	75
Evaluator 3	99	92	86
Evaluator 4	98	95	91
Evaluator 5	98	89	93
Scores	481	451	423
Average	96.2	90.2	84.6
RANKING			

Scoring & Evaluation was completed by all Precincts and County Judge

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
   a) Renovations of administration building
   b) Other ongoing county owned building construction, renovation repair projects
   c) Emergency situations occurring since last agenda meeting

4. **AI-26927** Acceptance and approval of claims (invoices) totaling $3,566.00 from ThyssenKrupp for services rendered after expiration of contract period extension of 5-3-10 and before new contract effective June 12, 2010.

5. **AI-26987** a. Presentation by Eli Ochoa, ERO International contracted architect for: (Phase II-Courthouse Property Condition, Environmental Assessments and Needs Analysis and Programming completed in 2009;

   b. Information as to recent major repairs and operational related expenditures due to Courthouse age and physical condition;

   c. Information as to on-going efforts by Hidalgo County to address deficiencies at the Courthouse;

   d. Recommendation by Purchasing Department and administrative staff to engage a professional master planning services provider to review, assess and synthesize all the elements (Courthouse Report by ERO, Historical Commission Report, City of Edinburg, Administration Needs, On-Going Efforts to address critical deficiencies, Etc. related to Courthouse function; if applicable,

   e. Discussion and action in connection with possibly entering into an Inter-local Cooperation Agreement with the City of Edinburg for the funding of the master planning services discussed herein; ERO.

   f. Methods of Engagement:
      1. Nominate from County's approved "pool" of architects using the established protocol for selection and engagement; – ERO – IDEA – ALCOCER-GARCIA
      2. Contract for Master Planning Services provider through our membership/participation with H-GAC;
      3. Project specific procurement of a Request for Qualification (RFQ) for the provision of Master Planning Services;

6. **AI-27033** Discussion and action to entertain and proceed to develop the following project for: Park Planning Services include updates/status of Park Master Plan, Urban Park and Recreation Recovery (UPARR), and the development of Park Policies and Procedures.

7. **AI-26995** a. Requesting the nomination of at least three surveying firms from the County's approved "pool" for the provision of surveyor services in connection with verfication of metes and bounds described in a deed of a 2.56 acre tract of land conveyed to the County by the City of Pharr in 1979 so as to verify and possibly correct deed, if necessary as appraisal district cannot confirm information provided for verification and correction of ownership of property;

   b. Assignment/designation of grading committee for project described above and herein;

B. **Pct. 1**

1. **AI-27007** Acceptance and approval to award the best valued proposal from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $7,265.16 to"Relocate Portable Building located on So. FM 1015 to 11 Mile North & 1 1/2 Mile West Pct #1"-Project #2011-130-05-25-OGG.

C. **Pct. 2**

1. **AI-27009** Requesting approval of Change Order No.3 an increase in the amount of $7,176.97 with D Wilson Construction Co. (Contract #C-09-037C-11-17), in connection with the "Construction of the

AI-27628 **21. I. 2.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Martha Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional 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 surveying services providers in connection with verification of metes and bonds described in a deed of a 2.56 acre tract of land conveyed to the County by the City of Pharr in 1979 to verify and possibly correct the deed.

Total Scores	Dos Land Surveying	Quintanilla, Headley and Associates	Hinojosa Engineering	SAMES Engineering
Evaluator 1	94	92	96	92
Evaluator 2	99	91	94	92
Evaluator 3	88	92	98	84
Evaluator 4	97	94	93	93
Evaluator 5	96	93	91	92
Scores	474	462	472	453
Average	94.8	92.4	94.4	90.6
Ranking				

C. Authority for the Purchasing Department to negotiate a professional (Surveying Services) contract with the No. 1 ranked firm of _____ in connection with verification of metes and bonds described in a deed of a 2.56 acre tract of land conveyed of the County by the City of Pharr in 1979 to verify and possibly correct the deed.

BACKGROUND

Attachments

Grid

memo

Previous Agenda Item

Form Review

Inbox	Reviewed By	Date
Purchasing Department (Originator)	Marty Salazar	07/20/2011 04:55 PM

Form Started By: Nielda Cavazos Started On: 07/20/2011 01:30 PM

Final Approval Date: 07/20/2011

HIDALGO COUNTY

FOR

Professional Surveying Services for 2.56 Acre Tract of Land Conveyed by the City of Pharr

Scoring & Evaluation GRID

Surveying Services

Total Scores	Dos Land Surveying	Quintanilla, Headley and Associates	Hinojosa Engineering	Sames Engineering
Evaluator 1	94	92	96	92
Evaluator 2	99	91	94	92
Evaluator 3	88	92	98	84
Evaluator 4	97	94	93	93
Evaluator 5	96	93	91	92
Scores	474	462	472	453
Average	94.8	92.4	94.4	90.6
RANKING				

Scoring & Evaluation was completed by all Precincts and County Judge

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Mr. Joel Quintanilla, Commissioner
Hidalgo County Commissioner Precinct No. 1

Attn: Eduardo Gonzalez, Executive Assistant of Community Inter Governmental Relations

FROM: Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department, Administrative Assistant

DATE: June 15, 2011

SUBJECT: SOQ –Selection of Professional Surveying Services

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 Professional Surveying Services in connection with verification of metes and bonds described in a deed of a 2.56 acre tract of land conveyed of the County by the City of Pharr in 1979 to verify and possibly correct the deed.

Enclosed for your grading, scoring and evaluation task are the following firms as per Commissioners Court approval dated June 14, 201. We ask that the firms you have nominated provide the type of surveying services you require for the project. The "Pool" list specifically identifies the area of surveying services as identified in the submitted Statements of Qualifications.

1) A complete Statements of Qualifications packet for Surveying Services for

a) Dos Land
b) Quintanilla, Headley and Associates
c) Hinojosa Engineering
d) Sames Engineering

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: Nielda Cavazos- Hidalgo County Purchasing Department

Received by _____ Print Name/Title _____ Date _____

AI-26995 **24. A. 7.**

CC REGULAR

Meeting Date: 06/14/2011

Submitted For: Executive Officer-V. Guerra **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

a. Requesting the nomination of at least three surveying firms from the County's approved "pool" for the provision of surveyor services in connection with verfication of metes and bounds described in a deed of a 2.56 acre tract of land conveyed to the County by the City of Pharr in 1979 so as to verify and possibly correct deed, if necessary as appraisal district cannot confirm information provided for verification and correction of ownership of property;

b. Assignment/designation of grading committee for project described above and herein;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Item to be funded thorugh Department of Budget and Management.
No Fiscal Impact at this time. Purchasing department will return with exemption from competitive bidding process, once a selection is made from the approved pool. Funding will be addressed at that time.

Attachments

City of Pharr
TX 1979
Email
Email
Pool

Form Review

Inbox	Reviewed By	Date
Purchasing Department (Originator)	Marty Salazar	06/08/2011 10:45 AM
Budget & Management	Erika Zamora	06/08/2011 03:12 PM
Rosalinda Cantu	Rosie Cantu	06/09/2011 04:35 PM
Auditor's Office	Arcilia Duran	06/10/2011 01:49 PM

Form Started By: Marty Salazar Started On: 06/07/2011 05:39 PM

Final Approval Date: 06/10/2011

AI-27616 **22. D.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

CAPTION

Claim of Ray Cano, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 02:29 PM
Auditor's Office	Arcilia Duran	07/22/2011 01:42 PM
Purchasing Department	Marty Salazar	07/22/2011 01:49 PM

Form Started By: Aida Alvarez Started On: 07/20/2011 11:19 AM

Final Approval Date: 07/22/2011

AI-27618 **22. E.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

CAPTION

Claim of Magda Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 02:34 PM
Auditor's Office	Arcilia Duran	07/22/2011 01:42 PM
Purchasing Department	Marty Salazar	07/22/2011 01:49 PM

Form Started By: Aida Alvarez Started On: 07/20/2011 11:33 AM

Final Approval Date: 07/22/2011

AI-27600 **22. F.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

CAPTION

CL-11-2010-D; Luis Enrique Caudillo v. Hidalgo County Sheriff's Department, etal

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/19/2011
Auditor's Office	Monica Badillo	07/21/2011 03:59 PM
Purchasing Department	Monica Badillo	07/22/2011 05:08 PM

Form Started By: Monica Badillo Started On: 07/19/2011 03:53 PM

Final Approval Date: 07/22/2011

AI-27617 **23. D.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

CAPTION

Claim of Ray Cano, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 02:29 PM
Auditor's Office	Arcilia Duran	07/22/2011 01:42 PM
Purchasing Department	Marty Salazar	07/22/2011 01:49 PM

Form Started By: Aida Alvarez Started On: 07/20/2011 11:22 AM

Final Approval Date: 07/22/2011

AI-27619 **23. E.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

CAPTION

Claim of Magda Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/20/2011 02:34 PM
Auditor's Office	Arcilia Duran	07/22/2011 01:42 PM
Purchasing Department	Marty Salazar	07/22/2011 01:49 PM

Form Started By: Aida Alvarez Started On: 07/20/2011 11:35 AM

Final Approval Date: 07/22/2011

AI-27601 **23. F.**

CC REGULAR

Meeting Date: 07/26/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

CAPTION

CL-11-2010-D; Luis Enrique Caudillo v. Hidalgo County Sheriff's Department, etal

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/19/2011
Auditor's Office	Arcilia Duran	07/22/2011 01:41 PM
Purchasing Department	Marty Salazar	07/22/2011 01:49 PM

Form Started By: Monica Badillo Started On: 07/19/2011 04:00 PM

Final Approval Date: 07/22/2011

To:	"ramon garcia"; joel.quintanilla@co.hidalgo.tx.us; "The Honorable Hector Tito Palacios, Commissioner, Precinct No. 2"; "The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3"; "Joseph Palacios"; valde.guerra@co.hidalgo.tx.us; "Sergio Cruz"
Cc:	"Yolanda Chapa"; eduardo.gonzalez@co.hidalgo.tx.us; "Raul Silguero"; "Raul Lozano"; "Mona"; mingo.villarreal@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us; marcos.lopez@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us; "Moises Salazar"; "Yvette Islas"; "Evangelina Garcia"; "Darlene Betancourt"; "Oscar Garza"; "Rocio Villarreal"
Date:	Thursday, July 21, 2011 4:43:13 PM

To All:
Response received from Hon. Celestino Avila, Constable, Hidalgo County Precinct #1 to e-mail of 7-18-11 and related to item on Commissioners Court agenda of Tuesday, July 26, 2011.
Yours truly,
Marty Salazar

From: cele avila [mailto:avilacele@yahoo.com]
Sent: Thursday, July 21, 2011 4:15 PM
To: Martha Salazar
Subject: Re: FW: Current Construction Manager Contracts for Sheriff's Sub-station and Constable in Pct. #1

I would like to proceed with the county's original procurement packet (conventional construction) which the commisioner's court has already approved. Also, we need to consider the amount of man-hours already spent on getting this project to this point. Ceasing negotions would only serve to delay further the completion of this project.

Respectfully,

Celestino Avila, Jr.
Constable Hidalgo County, Pct. 1

Thu, 7/21/11, Martha Salazar <*martha.salazar@co.hidalgo.tx.us*> wrote:

> From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>
> Subject: FW: Current Construction Manager Contracts for Sheriff's Sub-station and Constable in Pct. #1
> To: avilacele@yahoo.com
> Date: Thursday, July 21, 2011, 9:46 AM
>
> As per your request
>
> ---
>
> **From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
> **Sent:** Monday, July 18, 2011 3:36 PM
> **To:** 'ramon garcia'; 'The Honorable Hector Tito Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Joseph Palacios'; 'valde.guerra@co.hidalgo.tx.us'; 'Sergio Cruz'; 'sheriff.trevino@hidalgoso.org'; ' avilacele@yahoo.com '
> **Cc:** 'Yolanda Chapa'; 'Raul Lozano'; 'Raul Silguero'; 'Mona'; 'mingo.villarreal@co.hidalgo.tx.us' ; 'marcos.lopez@co.hidalgo.tx.us'; 'monica.badillo@co.hidalgo.tx.us';

'Anacleto.Martinez@hidalgoso.org'; 'Rocio Villarreal'; 'Moises Salazar'; 'darlene.betancourt@co.hidalgo.tx.us'
Subject: FW: Current Construction Manager Contracts for Sheriff's Sub-station and Constable in Pct. #1
Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, July 18, 2011 3:14 PM
To: 'joel.quintanilla@co.hidalgo.tx.us'; 'eduardo.gonzalez@co.hidalgo.tx.us'
Cc: 'Rocio Villarreal'; 'darlene.betancourt@co.hidalgo.tx.us'; 'Moises Salazar'
Subject: Current Construction Manager Contracts for Sheriff's Sub-station and Constable in Pct. #1
Importance: High

Commissioner Quintanilla:

You called and inquired about the agreements for construction manager services in connection with the design and construction for both the Sheriff's Sub-station and Constable in Precinct #1. As I understand (from your description and desire), you would prefer (due to significant potential cost savings) that the conventional construction (e.g. general contractor) be replaced with the construction manager taking charge of all the trades and services and building out both projects. The Sheriff's sub-station project has a finalized contract attached for your review and comment with Prodigy Construction Management Services, LLC. I have also included the scopes of services that are detailed in the County's original procurement packet for the development of an "approved" pool of construction management service providers. On the other hand, for the Constable's New Offices, we are in negotiations with the number-one ranked firm of GAS Enterprises. The scope of services will be modeled from the original services detailed in the RFQ for Construction Management Service Providers as per Texas Local Government Code, Chapter 271, Section .117.

However, none of the services listed in the County's procurement packet provide for the services for Construction Manager at Risk (which appears to be what you are recommending). I am attaching the statute for CMAR under Texas Local Government Code, Chapter 271, Section .118. To date, Commissioner's Court has not selected this method of construction but rather conventional construction (i.e. an architect to design and a bid for a general contractor to construct). At this point, the finalized contract between Hidalgo County and Prodigy cannot be amended to convert the scope of work to CMAR. In the project for the design and construction of a constable's new office building, CC would need to cease negotiations with the number one ranked vendor, GAS Enterprises, cancel the project and change the method of construction to CMAR and follow the procurement of same under Chapter 271.118.

We await your comments and direction. IF you require any further information or assistance regarding this matter, please do not hesitate to contact us.

Yours truly,

Marty

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

2812 S. Bus Hwy 281

Edinburg, Tx 78539

956-292-7000 Ext 4862

956-318-2629 Fax

martha.salazar@co.hidalgo.tx.us