**AI-27802** **6. B.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## CAPTION

Fire Marshal:
Approval of Hidalgo County Rural Emergency Services Agreement for the year 2012-2013

## BACKGROUND

Interlocals w/each city will be brought back to court individually.
No increase in rates; some categories are being decreased.

## Fiscal Impact

**FISCAL YEAR:** 1 **ACCT. #:** 1-1100-422-20-300-0XX-0-841

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

**BUDGETARY IMPACT:**

Rates will remain the same as in 2010. Categorical changes made between rates.

## Attachments

contract
email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 11:25 AM |
| Roland Garcia | Rolando Garcia | 07/29/2011 11:29 AM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Monica Badillo Started On: 07/28/2011 10:20 AM

Final Approval Date: 07/29/2011

**Interlocal Cooperation Agreement between and Hidalgo County, Texas**.

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

THIS Interlocal Cooperation Agreement is made on the ___ day of _____, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of _____, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2012.

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

**1.0 TERMS**

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

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

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

## 2.0 DEFINITIONS

**BEE ATTACK –** Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) **excluded** are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

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

**COUNTY FIRE MARSHAL –** the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

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

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

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

**FALSE ALARM CALL -** Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

**FIREFIGHTING** – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **excluding** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

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

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

**HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT–** any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

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

**LAW ENFORCEMENT ASSISTANCE –** any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **excluding** MVA duties (traffic Control, washdowns, patient packaging)

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

**MEDICAL CALL** – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

**MUTUAL AID** – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

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

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

**PETROLEUM BASED INCIDENT** – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

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

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

**RECOVERY CALL – Body -** Any recovery of a deceased victim.

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

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

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

**RUBBISH** – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

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

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

**SEARCH and RESCUE CALLS** – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **excluding** Recovery, and or Vehicle Extrication.

**SECONDARY CITY –** the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **excluding** all aid to other Jurisdictions in their city limits.

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

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

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

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

**VEHICLE / COMMERCIAL VEHICLE** – has the same meaning found in the Texas Transportation Code.

**MOTOR VEHICULAR ACCIDENT (MVA)** – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

**VEHICULAR EXTRICATION** – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

**COMMERCIAL VEHICLE FIRE –** A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) **excluding** passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

**VEHICLE FIRE (NON-COMMERCIAL)** A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

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

**WILDLAND FIRE -** Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

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

**WIRELINE INCIDENTS (NON-ELECTRICAL)-** where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

## 3.0 ENTITY RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

## 4.0 COUNTY RESPONSIBILITIES

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

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

### 4.2.1 **ADMINISTRATION**

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

4.2.2 **INVESTIGATIONS**

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

4.2.3 **FIRE PREVENTION**

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

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

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

4.2.5 **RESPONSE**

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

## 5.0 LIABILITY

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

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

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

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

## 6.0 REIMBURSEMENT PLAN

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

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a

prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

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

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

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

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

| | | |
|---|---|---|
| **(6.1.4.I.)** | **CATEGORY I (CI)** | **Flat rate of $1000.00 per incident.** |
| **(6.1.4.II.)** | **CATEGORY II (CII)** | **Flat Rate of $ 600.00 per incident** |
| **(6.1.4.III.)** | **CATEGORY III (CIII)** | **Flat Rate of $ 425.00 per incident.** |
| **(6.1.4.IV.)** | **CATEGORY IV (CIV)** | **Flat Rate of $ 275.00 per incident.** |
| **(6.1.4.V.)** | **CATEGORY V (CV)** | **Flat Rate of $ 125.00 per incident.** |

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

**.1 FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

**.2 HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

**.3 MASS CASUALTY**

**.4 RESCUE CALLS**

**.5 VEHICULAR EXTRICATION**

**.6 PUBLIC WORKS RESPONSE**

**.7 REGIONAL MEDICAL RESPONSE TEAM**

**.8 SECONDARY CITY/ENTITY** (in place of primary department.)

**.9 SPECIAL SITUATIONS**

**.10 GRASS / BRUSH WILDLAND FIRE**

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

**.1 MEDICAL CALL**

**.2 MUTUAL AID**

**.3 PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

**.4 LAW ENFORCEMENT ASSISTANCE**

**.5 RECOVERY CALL – BODY**

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

**.1 WASH DOWN**
**.2 BEE ATTACK**
**.3 PETROLEUM BASED INCIDENT STANDBY**
**.4 WIRELINE INCIDENTS (ELECTRICAL)**

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

**.1 TRAFFIC CONTROL**

**.2 LANDING ZONE**

**.3 HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

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

**.1 FALSE ALARM CALL**
**.2 GOOD INTENT CALLS**
**.3 SERVICE CALLS**
**.4 RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**
**.5 WIRELINE INCIDENTS (NON-ELECTRICAL)**
**.6 PALM TREE FIRE (NON-MOVING VEGITATION)**
**.7 MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

## 7.0. ASSIGNMENT

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

## 8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed

under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

## 9.0. MISCELLANEOUS

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

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

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

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

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

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

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

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

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

**9.10 AUTHORITY TO EXECUTE**. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or

governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

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

This page left blank – will be the designated signature sheet

**WITNESS THE HANDS OF THE PARTIES**

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

**CITY OF**

**_____** **_____**

**By:** **Date**

**ATTEST:**

**_____**

**City Secretary**

**COUNTY OF HIDALGO**

**_____** **_____**

**Ramon Garcia, County Judge** **Date**

**ATTEST:**

**_____**

**Arturo Guajardo, Jr., County Clerk**

**Approved as to Form:**

**Atlas & Hall, LLP**

**By: _____**
**Stephen L. Crain**

## Rural Emergency Service Incident Report

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

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____
_____ NON-APPLICABLE DEPARTMENT: _____
CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____
CALLER ADDRESS: _____ OTHER: _____ PHONE: _____
CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:
_____
OCCUPANT NAME: _____ OWNER NAME: _____
OWNER ADDRESS:
_____
OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE:
_____
TYPE OF ACTION TAKEN:
_____

UNITS RESPONDING: _____ UNITS COMMITTED: _____
# OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

Incident Commander: _____ Report Prepared by: _____
ESTIMATED $ LOSS: _____ ATTEST: _____
Fire Chief

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

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

**AI-27808** **7. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Rick Alvarez - Co. Judge's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

**CAPTION**

Discussion regarding proposed Public Hearings pertaining to new county precinct boundaries

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 04:33 PM |
| Roland Garcia | Rolando Garcia | 07/29/2011 09:18 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:34 AM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Monica Badillo Started On: 07/28/2011 04:12 PM

Final Approval Date: 07/29/2011

**AI-27733** **8. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Myra Montoya, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

**CAPTION**

Presentation for discussion, consideration and approval to accept three car booster seats and three car convertible car seats donated from the law firm of Perdue, Brandon, Fielder, Collins and Mott LLP in Association with the Law Offices of John David Franz.

**BACKGROUND**

The firm recognizes the Hidalgo County Sheriff's Office often executes court orders involving children. The Firm wishes to donate the car seats for the safety of the children at no cost.

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary Impact - Donation

**Attachments**

Car Seat Donation

value

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Anacleto Martinez | Monica Badillo | 07/27/2011 04:06 PM |
| Emilia Uriegas | Emilia Uriegas | 07/27/2011 04:09 PM |
| Budget & Management | Merlen P. Munoz | 07/27/2011 04:12 PM |
| Manuel Chapa | Manuel Chapa | 07/28/2011 01:19 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:21 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Myra Montoya Started On: 07/27/2011 09:15 AM

Final Approval Date: 07/29/2011

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042

July 20, 2011

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff
711 E. El Cibolo Road
Edinburg, TX 78539

Dear Sheriff Trevino:

The law firm of Perdue, Brandon, Fielder, Collins and Mott LLP in Association with the Law Offices of John David Franz would like to donate three car booster seats and three car convertible car seats to the Hidalgo County Sheriff's Office.

The Firm recognizes the Hidalgo County Sheriff's Office often executes court orders involving children. The Firm wishes to donate the car seats for the safety of the children at no cost to the County of Hidalgo or the Hidalgo County Sheriff's Office.

Our Firm takes pride in helping our community and this is a small token of our appreciation for the outstanding work done by yourself, your deputies and staff.

Respectfully,

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
in Association with the
Law Offices of John David Franz

Hiram A. Gutierrez
Co-Managing Partner

HIDALGO COUNTY
SHERIFF'S DEPARTMENT
EDINBURG, TEXAS
RECEIVED
2011 JUL 25 AM 10:31

BABIESRUS

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EXCLUSIVE



# Graco MyRide 65 Convertible Car Seat - Spiral

By: Graco

List Price: ~~$159.99~~

**Our Price: $139.98**

**Average Customer Rating**

(97 Ratings)

**In stock for shipping**
Usually leaves warehouse in 1 - 2 full bus. days. - (details)

**Store Pickup:**
Not eligible for Store Pickup
Sold in stores (details)

**Purchase Limit:**
6 Items per customer

## SPECIAL OFFERS

SHIPS FREE **Free Standard Shipping (up to $20) on ANY purchase of $100 or more. Excludes video game hardware, software, accessories.** - Free Shipping (up to $20) (Details)

## DESCRIPTION

**Product Description**
Help keep your growing child safe in Graco MyRide 65 Convertible Car Seat in Spiral. The American Academy of Pediatrics recommends your child ride rear-facing as long as possible, so My Ride 65 stays rear-facing up to 40 lbs. - longer than most other car seats in the US. Then, the Graco MyRide 65 Convertible Car Seat in Spiral secures your forward-facing child in a 5-point harness until he is 65 lbs. (the American Academy of Pediatrics recommends your child stay harnessed as long as possible). Other features like EPS, energy absorbing foam, side-impact testing*, removable infant insert and toddler headrest help keep your child snug and secure on all his journeys. LATCH equipped with an easy-to-read level indicator for hassle-free installation. Dual cup holders keep drinks within your child's reach.

*Side-impact tested for occupant retention by the harness system.

Graco is a Newell Rubbermaid company, continuing to build on over a half-century of success in the childcare and baby care industry. Graco is committed to designing and manufacturing top-quality products that are inspired by the needs of both parents and babies. Graco is known worldwide for its innovative baby swings, car seats, highchairs, travel systems and more.

Graco designs and manufactures a full selection of top-rated car seats, everything from infant car seats and booster car seats to convertible car seats to forward facing car seats. All Graco baby car seats and Graco toddler car seats are designed with safety, ease of use and comfort in mind. Graco car seats range from newborn through to children over 40

pounds and 40 inches.

## FEATURES

- Graco MyRide 65 Convertible Car Seat in Spiral keeps baby in the rear-facing position up to 40 lbs.
- Keeps your forward-facing child harnessed up to 65 lbs.
- LATCH equipped with an easy-to-read level indicator for hassle-free installation
- 5-point, front-adjust harness helps you get baby in and out
- Removable infant insert and toddler headrest help keep baby comfy

## ADDITIONAL INFO

**Item #:** 546876
**SKU:** D5D8AA2D
**UPC/EAN/ISBN:** 047406110223
**Manufacturer #:** 1771259

**Note:** Gift wrap is not available for this item.

**Product Weight:** 20 pounds
**Product Dimensions(in inches)** 32.0 x 20.1 x 19.5

**Type:** Convertible
**Features:** 5 Point Harness,Adjustable Head Support,Cup Holder(s),Front Adjusters,Latch,Washable Fabric
**Side Impact Protection:** Yes

## HOW TO GET IT

**Shipping Info:**

- This item can be shipped to all 50 United States including Alaska & Hawaii
- This item is NOT eligible for shipping to APO/FPO addresses, U.S. Territories, Puerto Rico or P.O. Boxes
- Due to shipping restrictions, Ship Charges will be separate from other items in your order
- This item will ship by itself

**Shipping Methods:**

- This item may be shipped via Standard Shipping, Expedited Shipping or Express Shipping

**Store Pickup** (learn more):

- Store Pickup is not offered for this item, but the item is sold in our stores
- Orders placed for Store Pickup will receive online pricing and promotions
- In stock status is approximate and may not reflect recent store sales
- Not all items are carried at all stores. Please click the "Select a store" link to check product availability

## CUSTOMER REVIEWS SUMMARY

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EXCLUSIVE



# Graco Turbo Elite Highback Booster Car Seat - Ben

By: Graco

List Price: ~~$79.99~~

**Our Price: $69.99**

**Average Customer Rating**

(13 Ratings)

**In stock for shipping**
Usually leaves warehouse in 1 - 2 full bus. days. - (details)

**Store Pickup:**
Eligible for Store Pickup

## SPECIAL OFFERS

SHIPS FREE **Free Standard Shipping (up to $20) on ANY purchase of $100 or more. Excludes video game hardware, software, accessories.** - Free Shipping (up to $20) (Details)

## DESCRIPTION

**Product Description**
The Graco Highback TurboBooster Elite Seat in Ben helps protect your child up to 100 lbs., with a style they'll love. This highback booster is designed to safely transport your 'big kid' from 3 - 10 years old, from 30-100 lbs. and up to 57 inches tall. For your added convenience it can convert into a backless booster for children 4 -10 years old, from 40 -100 lbs. and 40 - 57 inches. Graco Highback TurboBooster Elite Seat in Ben has been rigorously crash tested to meet or exceed U.S. safety standards. Booster is well equipped with a fully adjustable headrest

Graco is a Newell Rubbermaid company, continuing to build on over a half-century of success in the childcare and baby care industry. Graco is committed to designing and manufacturing top-quality products that are inspired by the needs of both parents and babies. Graco is known worldwide for its innovative baby swings, car seats, highchairs, travel systems and more.

Graco designs and manufactures a full selection of top-rated car seats, everything from infant car seats and booster car seats to convertible car seats to forward facing car seats. All Graco baby car seats and Graco toddler car seats are designed with safety, ease of use and comfort in mind. Graco car seats range from newborn through to children over 40 pounds and 40 inches.

The Graco Turbo Elite Highback Booster Car Seat - Ben features:

- Graco Highback TurboBooster Elite Seat in Ben helps safely transport your 'big kid' from 3 - 10 years old, from 30-100 lbs. and up to 57 inches tall
- Easily converts to backless booster when your child is ready, providing years of use
- Full coverage back support so child is always cushioned as they grow
- Fully adjustable headrest
- Additional plush insert for superior comfort

## FEATURES

- Graco Highback TurboBooster Elite Seat in Ben helps safely transport your big kid from 3 10 years old, from 30-100 lbs. and up to 57 inches tall
- Easily converts to backless booster when your child is ready, providing years of use
- Full coverage back support so child is always cushioned as they grow
- Fully adjustable headrest
- Additional plush insert for superior comfort

## ADDITIONAL INFO

**Item #:** 449050
**SKU:** 3E21BE27
**UPC/EAN/ISBN:** 047406111107
**Manufacturer #:** 03052010PH1

**Note:** Gift wrap is not available for this item.

**Product Weight:** 10 pounds
**Product Dimensions(in inches)** 25.4 x 16.5 x 8.9

**Type:** High Back Booster
**Features:** Cup Holder(s),Washable Fabric
**Side Impact Protection:** Yes

## HOW TO GET IT

**Shipping Info:**

- This item can be shipped to the entire United States including Alaska, Hawaii, and all U.S. territories including Puerto Rico
- This item can also be shipped to APO/FPO addresses and to P.O. Boxes in all 50 states
- Due to shipping restrictions, Ship Charges will be separate from other items in your order
- This item will ship by itself

**Shipping Methods:**

- This item may be shipped via Standard Shipping, Expedited Shipping or Express Shipping
- Please Note: Some addresses are eligible for Standard Shipping only (APO/FPO, P.O. Boxes, U.S. Territories and Puerto Rico)

**Store Pickup** (learn more):

- This item is eligible for Store Pickup
- Orders placed for Store Pickup will receive online pricing and promotions
- In stock status is approximate and may not reflect recent store sales
- Not all items are carried at all stores. Please click the 'Select a store' link to check product availability

CUSTOMER REVIEWS SUMMARY

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**AI-27735** **9. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Armando Barrera Jr. **Submitted By:** Mary Garcia, TAX OFFICE

**Department:** TAX OFFICE

**CAPTION**

Approval of Annual Report for July 1st, 2010 through June 30th, 2011.

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 11:46 AM |
| Perla Lopez | Perla Lopez | 07/27/2011 02:23 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:42 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Mary Garcia Started On: 07/27/2011 10:25 AM

Final Approval Date: 07/29/2011

**AI-27725** **11. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Erika Reyna, COUNTY JUDGE

**Department:** COUNTY JUDGE

**CAPTION**

Discussion, consideration, and approval of Interlocal Cooperation Act Agreement between the County of Hidalgo and the City of Brownsville Police Department for Equipment/Service Sharing.

**BACKGROUND**

Hidalgo County submitted a grant application on behalf of Hidalgo County, Cameron County, Willacy County Divisions of Emergency Management and the City of Brownsville Fire/Police Department, City of Harlingen Fire Department and the City of McAllen for the 2009 LEPA/SHSP Grant in the amount of $834,223.65 from DHS, TDEM and as administered by the LRGVDC for a region-wide communication system.

Grant was approved as by the state to purchase (9) repeaters as part of a regional communications project which will be disseminated/installed at each participating entity's selected location after each interlocal is approved.

This agreement is to share/transfer equipment in accordance with the grant to the City of Brownsville Police Department.

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Equipment and services funded through a Grant referred as the 2009 LEAP/SHSP (State Homeland Security Grant).

The Equipment and services will be purchased by County of Hidalgo and subsequently distributed to the participating agencies via a Property transfer and pursuant to the TDEM guidelines. Funds are intended to be used for a region-wide communication system or land mobile radio system.

The County of Hidalgo submitted a grant application on behalf of the County of Hidalgo, Cameron County, Willacy County, City of Brownsville, City of Harlingen and City of Mcallen.
The Lower Rio Grande Valley Development Council (LRGVDC) is designated as the local regional agency responsible for the disbursement of grant funds from the U.S. Department of Homeland Security (DHS) via the State of Texas Department of Emergency Management (TDEM).

**Attachments**

Interlocal Agreement

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/26/2011 04:26 PM |
| Roland Garcia | Rolando Garcia | 07/29/2011 08:33 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:34 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |
| Form Started By: Erika Reyna | | Started On: 07/26/2011 04:08 PM |

Final Approval Date: 07/29/2011

**STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND THE CITY OF BROWNSVILLE POLICE DEPARTMENT FOR EQUIPMENT/SERVICE SHARING**

This AGREEMENT is made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas and the City of Brownsville Police Department ("Participant") pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

**WITNESSETH:**

**WHEREAS,** The Lower Rio Grande Valley Development Council ("LRGVDC"), is designated as the local regional agency responsible for the disbursement of grant funds from the U.S. Department of Homeland Security ("DHS") via the State of Texas Department of Emergency Management ("TDEM"), and Hidalgo, Cameron and Willacy counties and the cities within each respective county are members of the LRGVDC; and

**WHEREAS,** the County of Hidalgo, who submitted a grant application on behalf of the County of Hidalgo, Cameron County and Willacy County Divisions of Emergency Management, the City of Brownsville Fire/Police Department, City of Harlingen Fire Department, and the City of McAllen, and was awarded a grant hereinafter referred to as the 2009 LEAP/SHSP Grant or the "Grant", **in the amount of Eight Thirty Four Thousand Two Hundred Twenty Three and 65/100ths ($834,223.65) from DHS, TDEM and as administered via the LRGVDC, of which certain funds are intended to be used for a region-wide communication system (Lower Rio Grande Valley land mobile radio system, hereinafter "LRGV-LMRS");**

**WHEREAS,** The Homeland Security Advisory Committee ("HSAC"), is a subcommittee of the LRGVDC and is responsible for identifying areas of weakness as it pertains to local homeland security issues and finding solutions to address those weaknesses. HSAC membership, composed of executive-level agency appointed heads recommend solutions to the LRGVDC Executive Committee and has agreed that all projects that are to be funded with DHS funding must be regional in nature;

**WHEREAS,** the purpose of the Grant awarded is to assist local government agencies in the implementation of a regional communication system or land mobile radio system, allowing for alternative methods of communication for first responders;

**WHEREAS**, the Grant requires County of Hidalgo as the Grant recipient, to comply with certain terms and conditions more particularly described in Exhibit "A" attached hereto and titled, Governor's Division of Emergency Management 2009 Terms and Conditions (Homeland Security Grant Program "HSGP"), and further requires any sub-recipient or Participant accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in the attached Exhibit "A";

**WHEREAS**, the County of Hidalgo and Participant desire to carry out DHS eligible activities and share or transfer equipment pursuant to the Grant as described in the attached Exhibit "B" – Property Transfer Record Agreement.

**WHEREAS**, the equipment and services will be purchased by County of Hidalgo using the County's established and approved purchasing policies and delivered to Hidalgo County. The equipment will be subsequently distributed to the participating agencies (County of Hidalgo, Cameron County, Willacy County, City of Harlingen Fire Department, City of Brownsville Police/Fire Department and City of McAllen hereinafter referred to as "Parties" and/or "Participant(s)" to this Agreement), which will be responsible for the security of the equipment and its maintenance while in the possession of each respective party for the term of the Grant;

**WHEREAS**, the County of Hidalgo intends to transfer certain equipment to the parties as described in the attached Exhibit "C" as a Property Transfer and pursuant to the TDEM guidelines attached hereto as Exhibit "B".

**NOW, THEREFORE**, Hidalgo County and Participant, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **Legal Authority**. This Agreement is made pursuant to the authority of Chapter 791 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any and all of the Parties.

2. **Scope of Agreement**. The Parties agree that the Lower Rio Grande Valley land mobile radio system, "LRGV-LMRS", described in Exhibit "C" will be made readily available, region-wide, for the purpose of communicating between emergency management agencies as requested.

3. **Records and Reports**. All Parties agree to provide and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds, including but not limited to an annual accounting of the Equipment to Hidalgo County for the purposes of Grant reporting through April 15, 2012. Hidalgo County agrees it will provide Grant reporting to the Texas Division of Emergency Management/State Administration Agency as required under the Grant. Failure to maintain records and reports may result in forfeiture of the Participant's designated Grant funds.

All Parties agree to submit to County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request and all supporting documentation, including but not limited to general Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs, Copies of Invoices, and other related information whether or not requested by County on a monthly basis, as necessary.

All Parties agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by Hidalgo County.

4. **Suspension and Termination**. Participant understands that this Agreement may be suspended or terminated if it materially fails to comply with the provisions of the Agreement.

   If Participant fails to fulfill in a timely and proper manner its obligations under the Agreement, or violates any of the Agreement(s) or stipulations of this Agreement, then the County shall provide Participant written notice of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach by the Participant of this Agreement relate to a violation of federal law or regulation that results in TDEM or DHS demanding reimbursement from County or Participant or its successor, the County will terminate the Agreement and seek reimbursement of all funds from Participant. Participant will not be relieved from liability to the County for damages sustained by the County by virtue of any breach of this Agreement by Participant and County may withhold payments to Participant for violations of state, local or federal regulations. Should the County become aware of any activity by Participant, which would jeopardize the County's position with DHS, TDEM, or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against Participant to prevent the transaction as aforesaid. The failure of the County to exercise and right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

   It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and the Participant.

5. **Assets and Services.** Any assets purchased by Hidalgo County with Grant funds shall be procured in the form and manner so required by the County and the applicable laws of the State of Texas (as described in Paragraph 8 below). Any equipment purchased subject to the Grant will remain the property of Hidalgo County and on the County's inventory records until April 15, 2012, at which time the Grant will end.

The County of Hidalgo will transfer equipment and services to the Parties as described in the attached Exhibit "C" subject to the TDEM guidelines and in accordance with the Property Transfer Record Agreement attached hereto as Exhibit "B".

6. **Liability for Disallowed Costs.** The Participant understands and agrees that it shall be liable to Hidalgo County for any costs disallowed pursuant to financial and compliance audit(s) of Participant agreement funds. The Participant further understands and agrees that reimbursement to Hidalgo County of such disallowed costs shall be paid by the Participant from funds that were not provided or otherwise made available to Participant pursuant to this Agreement or any other federal contract.

7. **Indemnity Clause and Insurance Requirements.** The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or Participant under Texas law and without waiving any available defenses under Texas law.

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

Each participant further agrees to maintain liability insurance coverage for any equipment in its possession the subject of a "Property Transfer Record Agreement" as described in the TDEM guidelines attached as Exhibit "C" at any time during the Grant period or after expiration of the Grant period.

8. **Procurement.** The Parties agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

9. **MISCELLANEOUS PROVISIONS.**

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

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

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

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Hidalgo County and Participant, and not otherwise.

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

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

If to County: County of Hidalgo
P.O. Box 1356
Edinburg, TX 78539

If to Participant: City of Brownsville
P.O. Box 911
Brownsville, TX 78520

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

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

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

**Assignment.** This Agreement shall not be assignable by Participant. County may assign this Agreement without the consent of Participant.

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

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

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

**WITNESS THE HANDS OF THE PARTIES** effective as of the ____day of _____, 2011.

Charlie Cabler
City Manager

Ramon Garcia
Hidalgo County Judge

Attest:

Estela Von Hatten
City Secretary

CITY SECRETARY T E X A S CITY OF BROWNSVILLE

Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVE AS TO FORM:

By: Josie L. Ramirez
Assistant District Attorney – County Affairs

## TABLE OF EXHIBITS

Exhibit "A" - 2009 (State Homeland Security Program) SHSP and SHSP-LEAP Grant: Grant Award Number: 2009-SS-T9-0644 and Terms and Conditions

Exhibit "B" - Property Transfer Record Agreement/TDEM Guidelines

Exhibit "C" - Identification of Equipment to be transferred

# EXHIBIT "A"

**2009 (State Homeland Security Program) SHSP and SHSP LEAP**
**Grant Award Number: 2009-SS-T9-0644 and Terms and Conditions**

# Texas Department of Public Safety

## 2009 Grant Adjustment Notice
for
***Hidalgo County***

Date of Award
**July 9, 2010**

| 1. Sub-Recipient Name and Address | 2. Prepared by: Mendez, Arturo | 3. SAA Award Number: 09-GA 48215-04 |
|---|---|---|
| Rene A. Ramirez<br>Hidalgo County Judge<br>100 E. Cano, 2nd Floor<br>Edinburg, TX 78539 | **4. Federal Grant Information** | |
| | **Federal Grant Title:** | **Homeland Security Grant Program** |
| | **Federal Grant Award Number:** | 2009-SS-T9-0064 |
| | **Date Federal Grant Awarded to TxDPS:** | August 1, 2009 |
| | **Federal Granting Agency:** | Department of Homeland Security<br>FEMA<br>Grant Programs Directorate |

**5. Award Amount and Grant Breakdowns**

**Total Award Amount**
*$993,995.31*

**Note: Additional Budget Sheets (Attachment A):** ☐ **Yes** ☐ **No**

| SHSP 97.073 | SHSP-LEAP 97.073 | UASI 97.008 | UASI | UASI-LEAP 97.008 | CCP 97.053 | MMRS 97.071 |
|---|---|---|---|---|---|---|
| $676,739.38 | $317,255.93 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**This award supersedes all previous awards.** **Performance Period:** Aug 1, 2009 to Apr 15, 2012

**6. Statutory Authority for Grant:** This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

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

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

**9. Agency Approval**

| Approving TxDPS Official: | Signature of TxDPS Official: |
|---|---|
| Janice E. Bruno, Administrator<br>State Administrative Agency<br>Texas Department of Public Safety | Janice E. Bruno |

**10. Sub-Recipient Acceptance**

**I have read and understand the attached Terms and Conditions.**

| Type name and title of Authorized Sub-Recipient official: | Signature of Sub-Recipient Official: |
|---|---|
| Rene A. Ramirez<br>Hidalgo County Judge | R A R |

| 11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: | 12. Date Signed : |
|---|---|
| | 9/7/2010 |

**13. DUE DATE:** **August 15, 2010**

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

# 2009 TERMS AND CONDITIONS
## Homeland Security Grant Program (HSGP)

**FY 2009 HSGP is comprised of four separate grant programs:**

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

**Parties to Sub-recipient Agreement**

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

**Overview, Special Conditions and Performance Standards**

A. Overview.

**State Homeland Security Grant (SHSP)**

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

**Urban Areas Security Initiative (UASI)**

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

**Metropolitan Medical Response System (MMRS)**

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

**Citizen Corps Program (CCP)**

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. **Special Conditions**

**SHSP**

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

**UASI**

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

**MMRS**

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

**CCP**

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

**All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm.** All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

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

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

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

**TDEM Obligations**

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

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

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

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

**Suspension**

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

**Termination**

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

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

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

**Conflict of Interest**

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

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

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

**Monitoring**

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

**Audit**

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

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

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

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

**Reimbursement**

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

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

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

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- Copy of cancelled check
- Screen print of General Ledger account showing funds have been encumbered
- Credit Card Statement showing purchase of the items
- Payroll journal for individuals showing rate of pay and hours worked
- Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

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

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

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

**NIMSCAST Requirements**

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at *http://www.fema.gov/emergency/nims/* .

**Other Requirements**

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

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

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

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

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

**Closing the Grant**

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

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

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

**Restrictions, Disclaimers and Notices**

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) *http://www.ojp.usdoj.gov/financialguide/*

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

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

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

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

**Uniform Administrative Requirements, Cost Principals and Audit Requirements**

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

A. Administrative Requirements

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

B. Cost Principles

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

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

**Retention and Accessibility of Records**

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

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

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

**Subcontracts**

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

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

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

**Legal Authority**

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

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

**Notice of Litigation and Claims**

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

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

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

**Indemnification**

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

**Changes and Amendments**

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

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

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

**Headings**

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

**Oral and Written Agreements**

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

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

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

**Waiver**

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

**Venue**

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

## EXHIBIT A

## THE APPLICABLE LAWS AND REGULATIONS

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

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
*http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri*
*http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html*

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
*http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29* ;
*http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT* ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. *http://www.statutes.legis.state.tx.us/?link=GV*

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

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
*http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A* ;
The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702)
*http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A*;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
*http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN*

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
*http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm* ;
*http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%*

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
*http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT*
*http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A*

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

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. *http://www.fema.gov/emergency/nims*

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at *http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html* and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

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

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)
*http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT* ;
*http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm*

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, *http://www.statutes.legis.state.tx.us/?link=GV* ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,
*http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141*

*Sub-recipients must also comply with 44, C.F.R., Part 13,*
*http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;*
with 2C.F.R. Part 215 *http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215* , 2C.F.R. Part 225, Part 220 and Part 230.

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

M. PUBLICATIONS – 44 C.F.R., Section 13.34
*http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT*

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

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

# EXHIBIT "B"

**Property Transfer Record Agreement; TDEM Guidelines**

# Governor's Division of Emergency Management
## State Administrative Agency
## Homeland Security Grant Program
## Property Transfer Record Agreement

Transferred From: Hidalgo County Emergency Management
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner, Ste. G Edinburg, TX 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: City of Brownsville
Name of Organization (Homeland Security Grant Sub-Recipient)

600 E. Jackson Street, Brownsville, TX 78520
Street/Mailing Address, City, County, Zip

Honorable Tony Martinez, Mayor, City of Brownsville
Printed Name and Title

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
2009 SHSP/LEAP Grant
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

| | |
|---|---|
| Item description: | 1-Expandable Site SubSystem |
| Item Control Number: | 52729 |
| Serial Number/VIN: | 112CMB0177 |
| Model Number: | GTR8000 |
| Acquisition Date: | |
| Unit Cost: | $45,917.87 |

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

# EXHIBIT "C"

**Identification of Equipment to be transferred**

# List of Equipment

City of Brownsville Police Dept.

| QTY | MODEL | ITEM | HGAC UNIT | HGAC EXTENDED |
|---|---|---|---|---|
| 1 | SQM01SUM7054A | GRT 8000 EXPANDABLE SITE SUB-SYSTEM | $ 5,100.00 | $ 5,100.00 |
| 1 | CA00855AA | ADD: 700/800 MHZ MID POWER | $ 5,355.00 | $ 5,355.00 |
| 1 | X301AE | ADD: QTY (1) GTR 8000 BASE RADIO | $10,115.00 | $10,115.00 |
| 1 | X591AE | ENH: ASTRO 25 SITE REPEATER SW | $ 9,095.00 | $ 9,095.00 |
| 1 | CA00862AA | ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24BRS | $ 1,785.00 | $ 1,785.00 |
| 1 | CA00880AA | ADD: EXPANSION 6 PORT CAVITY COMBINER | $ 7,140.00 | $ 7,140.00 |
| 1 | CA1058AA | ADD: 700/800 PHASING HARNESS | $ 850.00 | $ 850.00 |
| 2 | CA00884AA | ADD:QTY (1) XHUB | $ 2,975.00 | $ 5,950.00 |
| 1 | X882H | ADD: 7.5 FT OPEN RACH, 48RU | $ 420.75 | $ 420.75 |
| 10 | L1700 | CABLE: ¼"SUPERFLEX POLY JKT PER FOOT | $ 1.71 | $ 17.10 |
| 2 | DSF1TBMC | ¼"BNCMALE CONNECTOR | $ 20.48 | $ 40.96 |
| 2 | DDN9769 | ¼" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE | $ 24.53 | $ 49.06 |
| | | TOTAL | | $45,917.87 |

EXHIBIT A

# PROPERTY DECLARATIONS OF COVERAGE
## 2010-2011 Fund Year

**Member: Brownsville**
Member ID: 9343

**Coverages Elected:**

- [X] Real and Personal Property
- [X] Boiler and Machinery
- [X] Mobile Equipment
- [ ] Crime
- [ ] Animal Mortality

| ***Real and Personal Property*** | | **Effective Date: 10/01/10** | **Anniversary Date: 10/01/11** |
|---|---|---|---|
| Limit: | $142,497,655 | Deductible: | $5,000 |
| Coverage Basis: | Special Form | Annual Contribution: | **$147,356** |
| Valuation Basis: | Replacement Cost | Pro Rata Due: | **$147,356** |
| Transit Limit: | $1,000,000 | | |
| Coverage Extensions: | As Scheduled | | |
| Fine Arts: | Not Included | | |
| Flood and Earthquake: | Included<br>Refer to Endorsement | Flood and Earthquake Deductible: | $25,000 |
| Windstorm Coverage: | Excluded | | |

| ***Boiler and Machinery*** | | **Effective Date: 10/01/10** | **Anniversary Date: 10/01/11** |
|---|---|---|---|
| Per Accident Limit: | $550,000 | Deductible: | $5,000 |
| Valuation Basis: | Replacement Cost | Annual Contribution: | **Included** |
| | | Pro Rata Due: | **Included** |

| ***Mobile Equipment*** | | **Effective Date: 10/01/10** | **Anniversary Date: 10/01/11** |
|---|---|---|---|
| Limit: | $11,287,533 | Deductible: | $5,000 |
| Reporting Basis: | Scheduled | Annual Contribution: | **$37,604** |
| Valuation Basis: | Replacement Cost | Pro Rata Due: | **$37,604** |

| **Total All Elected Property Coverages:** | | |
|---|---|---|
| | Annual Contribution: | **$184,960** |
| | Pro Rata Due: | **$184,960** |

Coverage is continuous until cancelled. Annual contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

Real and Personal Property Schedule

Member: Brownsville
Member ID: 9343
Coverage Period: 10/01/2010 to 10/01/2011 Shown As of 10/01/2010

TML INTERGOVERNMENTAL RISK POOL

| ID | Address or Site<br>Secondary ID | Year Built | Occupancy<br>Department | Bldg Value<br>Valuation Basis | Contents Value<br>Valuation Basis |
|---|---|---|---|---|---|
| 30 | 1000 E Adams St | 1987 | Fire Station #1 | 497,900 | 48,683 |
| | | | Fire | RC | RC |
| 31 | 804 Hortencia Blvd | 1992 | Fire Station #3 | 201,900 | 7,778 |
| | | | Fire | RC | RC |
| 32 | 605 W Old Alice Rd | 1987 | Fire Station #4 | 211,700 | 6,667 |
| | | | Fire | RC | RC |
| 33 | 1100 Old Port Isabel Rd | 1992 | Fire Station #6 | 342,100 | 8,889 |
| | | | Fire | RC | RC |
| 34 | 1863 Military Hwy | 1992 | Fire Station #7 | 345,500 | 52,222 |
| | | | Fire | RC | RC |
| 36 | 1010 E Adams St | 1967 | Administration Bldg | 92,000 | 25,000 |
| | | | Fire | RC | RC |
| 38 | 24 Tony Gonzales Dr | 1987 | Gymnasium | 1,332,500 | 16,666 |
| | | | Parks & Recreation | RC | RC |
| 39 | Oliveria Park Rd | 1987 | Gymnasium | 994,200 | 8,889 |
| | | | Parks & Recreation | RC | RC |
| 47 | 1305 E Washington St | 1850 | Stillman Museum | 327,900 | 0 |
| | | | Museum | RC | |
| 52 | 2900 Southmost Rd | 1994 | Comm Network Police Station | 421,300 | 60,000 |
| | | | Police | RC | RC |
| 53 | 600 E Jackson St | 1992 | Police Station | 4,705,200 | 594,361 |
| | | | Police | RC | RC |
| 57 | 1305 E Washington St | 1992 | Restroom | 9,800 | 0 |
| | | | Parks & Recreation | RC | |
| 61 | 641 E Madison St | 1987 | Museum/Southern Pacific Depot | 1,192,200 | 0 |
| | | | Museum | RC | |
| 64 | 700 S Minnesota Ave | 1987 | Terminal Building | 2,052,400 | 150,000 |
| | | | Airport | RC | RC |
| 66 | 404 E Washington St | 1982 | Traffic/Engineering Office | 483,400 | 50,000 |
| | | | Engineering | RC | RC |
| 67 | 600 E Jackson St | 0 | Transmissions Tower-Police | 148,312 | 0 |
| | | | Police | RC | |
| 72 | 300 E Elizabeth | 1977 | Recycling Center | 111,900 | 12,222 |
| | | | Recycling | RC | RC |
| 73 | 955 Minnesota Ave | 1989 | CAF Hangar/Museum | 1,207,100 | 0 |
| | | | Airport | RC | |
| 74 | 1855 Foust Rd | 1980 | Fire Training Tower | 59,500 | 0 |
| | | | Fire | RC | |
| 76 | 904 Billy Mitchell Blvd | 1974 | United Technologies Bldg | 2,674,000 | 0 |
| | | | Maintenance | RC | |

Real and Personal Property Schedule

Member: Brownsville
Member ID: 9343
Coverage Period: 10/01/2010 to 10/01/2011 Shown As of 10/01/2010

| ID | Address or Site<br>Secondary ID | Year Built | Occupancy<br>Department | Bldg Value<br>Valuation Basis | Contents Value<br>Valuation Basis |
|---|---|---|---|---|---|
| 78 | 11th & E Levee St | 1928 | Leased/Capitol Bldg | 539,600 | 0 |
| | | | Downtown Services | RC | |
| 79 | 650 FM 802 | 1977 | Tourist & Convention Center | 298,200 | 0 |
| | | | Parks & Recreation | RC | |
| 81 | 2025 Billy Mitchell Blvd | 1973 | Rollins Bldg/Office Warehouse | 226,800 | 0 |
| | | | Warehouse | RC | |
| 82 | 1855 Capt Foust Dr | 1998 | Fire Station #8 | 1,101,100 | 48,000 |
| | | | Fire | RC | RC |
| 83 | 7th & Madison St | 1998 | Antique Engine Shelter | 161,900 | 0 |
| | Locomotive | | Fire | RC | |
| 84 | 9000 FM 802 | 2000 | Mobile Office | 48,300 | 0 |
| | | | Grounds Maintenance | RC | |
| 85 | 1800 W San Marcelo Blvd | 2000 | Golf Club House | 308,900 | 51,000 |
| | | | Golf Course | RC | RC |
| 86 | 1 Events Center Blvd | 2001 | Events Center | 5,712,600 | 400,000 |
| | | | Parks & Recreation | RC | RC |
| 87 | 3 Events Center Blvd | 2001 | Tennis Center | 183,400 | 0 |
| | | | Parks & Recreation | RC | |
| 88 | 62 E Alton Gloor Blvd | 2001 | Fire Station #9 | 1,568,200 | 48,000 |
| | | | Fire | RC | RC |
| 89 | 1001 E Elizabeth St | 2001 | New City Hall | 11,514,500 | 710,000 |
| | | | Administration | RC | RC |
| 90 | 1763 US Hwy 281 | 2001 | Westside Police Substation | 684,800 | 55,000 |
| | | | Police | RC | RC |
| 91 | 1800 W San Marcelo Blvd | 2000 | Golf Greens (19) | 285,000 | 0 |
| | | | Golf Course | RC | |
| 93 | 1800 W San Marcelo Blvd | 2000 | Cart Barn | 134,800 | 0 |
| | | | Golf Course | RC | |
| 94 | 1800 W San Marcelo Blvd | 2000 | Cart Barn #1 | 134,800 | 0 |
| | | | Golf Course | RC | |
| 95 | 1800 W San Marcelo Blvd | 2000 | Maintenance Building | 199,500 | 0 |
| | | | Golf Course | RC | |
| 96 | 1800 W San Marcelo Blvd | 2000 | Pump House-Hole #1 | 18,600 | 0 |
| | | | Golf Course | RC | |
| 97 | 501 E Ringgold Rd | 2001 | BBQ Oven | 19,000 | 0 |
| | | | Parks & Recreation | RC | |
| 98 | 501 E Ringgold Rd | 2001 | Buccaneer Pirate Ship | 94,900 | 0 |
| | | | Parks & Recreation | RC | |
| 99 | 1325 E Washington St | 1960 | Brownsville Heritage Museum | 666,800 | 0 |
| | | | Museum | RC | |

# Real and Personal Property Schedule

Member: Brownsville
Member ID: 9343
Coverage Period: 10/01/2010 to 10/01/2011 Shown As of 10/01/2010

TML INTERGOVERNMENTAL RISK POOL

| ID | Address or Site<br>Secondary ID | Year Built | Occupancy<br>Department | Bldg Value<br>Valuation Basis | Contents Value<br>Valuation Basis |
|---|---|---|---|---|---|
| 142 | 501 E Ringgold Rd | 2001 | Pavilion #6-Red Roof | 4,000 | 0 |
| | | | Parks & Recreation | RC | |
| 143 | 501 E Ringgold Rd | 2001 | Pavilion #7-Red Roof | 4,000 | 0 |
| | | | Parks & Recreation | RC | |
| 144 | 501 E Ringgold Rd | 2001 | Pavilion #8-Red Roof | 4,000 | 0 |
| | | | Parks & Recreation | RC | |
| 145 | 501 E Ringgold Rd | 2001 | Pavilion #9-Red Roof | 4,000 | 0 |
| | | | Parks & Recreation | RC | |
| 146 | 501 E Ringgold Rd | 2001 | Pavilion #10 Red Roof | 4,000 | 0 |
| | | | Parks & Recreation | RC | |
| 147 | 501 E Ringgold Rd | 2002 | Pavilion #11-Red Roof | 4,000 | 0 |
| | | | Parks & Recreation | RC | |
| 148 | 501 E Ringgold Rd | 2001 | Pavilion #12 Open Roof | 9,200 | 0 |
| | | | Parks & Recreation | RC | |
| 149 | 501 E Ringgold Rd | 2001 | Sams Pool Shower Building | 268,900 | 50,000 |
| | | | Parks & Recreation | RC | RC |
| 150 | 501 E Ringgold Rd | 2001 | Sams Pool Pavilion | 17,800 | 0 |
| | | | Parks & Recreation | RC | |
| 151 | 1207 S Central Ave | 2001 | Concession/RR/Press Box-Softba | 72,200 | 0 |
| | | | Parks & Recreation | RC | |
| 152 | 1207 S Central Ave | 2001 | Restroom | 105,800 | 0 |
| | | | Parks & Recreation | RC | |
| 153 | 1207 S Central Ave | 2001 | Concession/Restroom-Kickball Fi | 76,400 | 0 |
| | | | Parks & Recreation | RC | |
| 154 | FM 511 | 1980 | Retreat Center | 0 | 100,000 |
| | | | Public Works | | RC |
| 155 | 1000 E 6th St | 1900 | Public Safety Museum | 0 | 250,000 |
| | | | Police | | RC |
| 156 | 1036 E Levee St | 1974 | Offices/Parking Structure | 8,826,700 | 0 |
| | | | Administration | RC | |
| 158 | 700 E Madison<br>Washington Park | 2001 | Gazebo w/Stairs | 18,300 | 0 |
| | | | Parks & Recreation | RC | |
| 159 | 420 Trailwind | 2003 | Pavilion | 25,600 | 0 |
| | | | Parks & Recreation | RC | |
| 160 | 6035 Coffeeport Rd | 2004 | Streets Service Garage | 1,012,500 | 0 |
| | | | Public Works | RC | |
| 161 | 6035 Coffeeport Rd | 2004 | Municipal Service Garage | 1,012,500 | 0 |
| | | | Public Works | RC | |
| 162 | 501 E Ringgold Rd | 2005 | Museum/Cultural Center PART | 2,185,300 | 0 |
| | | | Parks & Recreation | RC | |

Real and Personal Property Schedule

Member: Brownsville
Member ID: 9343
Coverage Period: 10/01/2010 to 10/01/2011 Shown As of 10/01/2010

| ID | Address or Site<br>Secondary ID | Year Built | Occupancy<br>Department | Bldg Value<br>Valuation Basis | Contents Value<br>Valuation Basis |
|---|---|---|---|---|---|
| 185 | 2600 Central Blvd | 0 | Communication Tower | 140,100 | 0 |
| | | | Library | RC | |
| 186 | 500 W Saint Charles St | 0 | Flag Pole | 2,000 | 0 |
| | | | Fire | RC | |
| 187 | 1000 E Adams St | 0 | Communication Tower | 25,700 | 0 |
| | | | Fire | RC | |
| 188 | 804 Hortencia Blvd | 0 | Flag Pole | 2,400 | 0 |
| | | | Fire | RC | |
| 189 | 605 W Old Alice Rd | 0 | Flag Pole | 2,400 | 0 |
| | | | Fire | RC | |
| 190 | 1100 Old Port Isabel Rd | 0 | Flag Pole | 3,000 | 0 |
| | | | Fire | RC | |
| 191 | 1863 Military Hwy | 0 | Flag Pole | 3,000 | 0 |
| | | | Fire | RC | |
| 192 | 1305 E Washington St | 0 | Flag Pole | 2,000 | 0 |
| | | | Museum | RC | |
| 193 | 2900 Southmost Rd | 0 | Flag Pole | 2,400 | 0 |
| | | | Police | RC | |
| 194 | 600 E Jackson St | 0 | (2) Flag Poles | 4,800 | 0 |
| | | | Police | RC | |
| 195 | 600 E Jackson St | 0 | Communication Tower | 271,800 | 0 |
| | | | Police | RC | |
| 196 | 404 E Washington St | 0 | Communication Tower | 38,800 | 0 |
| | | | Engineering | RC | |
| 197 | 1100 Old Port Isabel Rd | 0 | Shelter | 1,200 | 0 |
| | | | Fire | RC | |
| 198 | 404 E Washington St | 0 | Storage Shed/Shelter | 5,400 | 0 |
| | | | Engineering | RC | |
| 199 | 495 S Minnesota Ave | 0 | Pan American Airways Bldg | 1,735,700 | 0 |
| | | | Airport | RC | |
| 200 | 535 S Minnesota Ave | 0 | Old Fire Station | 201,700 | 0 |
| | | | Fire | RC | |
| 201 | 904 Billy Mitchell Blvd | 1974 | Office/Storage | 131,100 | 0 |
| | | | Maintenance | RC | |
| 202 | 904 Billy Mitchell Blvd | 1974 | Storage | 115,600 | 0 |
| | | | Maintenance | RC | |
| 203 | 700 Jose Colunga Jr St | 1992 | Paint & Body Shop | 230,800 | 0 |
| | | | Maintenance | RC | |
| 204 | 112 N Minnesota Ave | 1992 | Generator Bldg | 12,900 | 0 |
| | | | Maintenance | RC | |

**AI-27776** **11. B.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Erika Reyna, COUNTY JUDGE

**Department:** COUNTY JUDGE

**CAPTION**

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. Workforce Solutions is paying temporary staff through a Department of Labor National Emergency Grant.

**Attachments**

Agreement

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 03:58 PM |
| Roland Garcia | Rolando Garcia | 07/29/2011 01:56 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Erika Reyna Started On: 07/27/2011 03:22 PM

Final Approval Date: 07/29/2011

# HURRICANE WORKSITE AGREEMENT

This agreement is made between **Workforce Solutions** and **County of Hidalgo**; hereafter, referred to as "Hurricane Worksite", for Subsidized Employment participation under the National Emergency Grant.

This worksite agreement shall begin upon signing and end on December 31, 2011. The County of Hidalgo, Texas 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 Workforce Solutions 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 Workforce Solutions. 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 Workforce Solutions. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions.

**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 Workforce Solutions 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 the Workforce Solutions 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 Workforce Solutions 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 Workforce Solutions 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 Workforce Solutions 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 Workforce Solutions.

R. implement administrative controls to ensure that costs for wages and other costs that Workforce Solutions 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, State of Texas, federal officials or participants that in any way relates to this Agreement.

## 5. Responsibilities of Workforce Solutions

Will contract out to C2 Global Professional Services to qualify and refer the individual, and 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 Workforce Solutions 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. 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, 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 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 to the extent allowed by law, County of Hidalgo, shall indemnify and hold harmless Workforce Solutions, 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 Workforce Solutions' employees or representatives connected with the activities described herein.

Without waiving its sovereign immunity, and to the extent allowed by law, Workforce Solutions shall indemnify and hold harmless County of Hidalgo, 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 County of Hidalgo 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. Worksite may terminate the Agreement for convenience upon ten- (10) calendar day prior written notice to the other party.

B. Workforce Solutions 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 Workforce Solutions; 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 Workforce Solutions under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions at its office at 3101 W. Business 83, McAllen, Texas, 78501. All notices required to be given to Worksite under this agreement shall be sufficient when hand delivered or mailed to the Worksite at its located address identified in the signature page.

## 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 and is performable in the County of Hidalgo, 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: | Workforce Solutions |
| --- | --- |
| Authorized Signature | Authorized Signature |
| Name and Address Authorized of Representative for Worksite | Name and Address of Workforce Solutions Representative |
| Date: | Date: |

**AI-27771** **12. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Renan Ramirez **Submitted By:** Griselda Salazar, IT DEPARTMENT

**Department:** IT DEPARTMENT

## CAPTION

Emergency Management:
Authorization to upgrade wireless devices through the County's membership/participation with CONTRACT: DIR-SDD-611 (REQUISITION # 198326) with awarded vendor SPRINT for the following:

| Qty: | Upgrade Model: | Equipment Cost: | Service: | Data Card Numbers: |
|---|---|---|---|---|
| 2 | Sierra U250 3G/4G | $0 | Unlimited Air Card Plan @ $37.99 X 2 = $75.98 X 6 months = $455.88 | 956-207-7306 & 956-225-8851 |
| 4 | Novatell 4082 | $0 | Unlimited Air Card Plan @ $37.99 X 4 = $151.96 X 6 months = $911.76 | 956-225-8947, 956-393-0549, 956-207-0934 & 956-207-5876 |

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 1 **ACCT. #:** 1-1100-429-00-110-075-0-532

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

**BUDGETARY IMPACT:**

Req#00198326 available for upgrade of air card plan with Sprint.

## Attachments

Quote
Requisition198326
Request Form

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 04:46 PM |
| Roland Garcia | Rolando Garcia | 07/28/2011 01:46 PM |

| | | |
|---|---|---|
| Auditor's Office | Arcilia Duran | 07/29/2011 02:45 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Griselda Salazar Started On: 07/27/2011 03:18 PM

Final Approval Date: 07/29/2011

## Sprint Together with Nextel — CDMA Quotation - Estimated Cost

### Customer Information

| | |
|---|---|
| Customer Name: | Hidalgo County Emergency Management |
| Financial Contact Name: | Monica Hinojosa |
| Address | 615 N Closner Suite G |
| City: | Edinburg |
| State: | Texas |
| Zip: | 78539 |
| Financial Contact Phone: | (956) 393-6024 |
| Email Address: | monica.hinojosa@co.hidalgo.tx.us |
| Acct # (if applicable): | BAN 482298699 |

### Sales Representative Information

| | |
|---|---|
| Name & Title: | Mike Salyers Senior Public Sector Account Executive |
| Phone: | 956451-8549 |
| Email Address: | michael.salyers@sprint.com |

### EFT/Contract Information

| | |
|---|---|
| Financial Instution: | United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106 |
| ACH Coordinator: | Judy Sweeze - 816-860-3821 |
| Routing Transit Number: | |
| Depositor Account Title: | Sprint PCS |
| Depositor Acccount Number: | 9870994712 |
| Remit To Address: | P.O. Box 219554, Kansas City, MO 64121 |
| Vendor PO Address: | 12524 Sunrise Valley Drive, Reston, VA 20196 |
| | |
| Contract Vehicle & Number: | Must be identified BELOW! |
| Cage Code: | |
| DUNS #: | |
| Tax ID # | |
| | |
| Doing Business As: | Sprint |

Quote Date: 17-Jun-11

Expiration Date: 17-Jul-11

Contract Vehicle being utilized ☐ DIR-SDD-611

Control # : 110617MLS (YYMMDDConsecutive##Initials )

### Handsets/Connection Cards

| Qty. | Model | Suggested Retail Price | $150 credit | Additional Promo | Unit Item Price | Extended Item Price |
|---|---|---|---|---|---|---|
| 2 | Sierra U250 3G/4G | $0.00 | $0.00 | | $0.00 | $0.00 |
| 4 | Novatell 4082 | $149.99 | | -$149.99 | $0.00 | $0.00 |
| 6 | *Total* | | | | ***Subtotal for Equipment*** | **$0.00** |

Note: Hardware credit and promotions only apply per device with the purchase of an associated service plan

### Rate Plans:

| Qty. | Rate Plan | MRC | 25% Discount | MRC less Discount | Extended Monthly Price |
|---|---|---|---|---|---|
| 6 | Unlimited Air Card Plans | $37.99 | N/A | N/A | $227.94 |
| | First Month Of Service Is Free | | $0.00 | $0.00 | $0.00 |

| | |
|---|---|
| ***Subtotal Monthly Recurring Charges*** | **$227.94** |
| ***TOTAL MONTHLY RECURRING CHARGES*** | **$227.94** |

**This is not a bill or an invoice**

This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject



Sprint Proprietary Information

# Requisition

**Req # 00198326**

**PO #**

**Date: 06/29/11**

**Bill To:** x
x

**Vendor :** 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

**Ship To:** COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

**Contact:** **M.HINOJOSA**
**956-318-2615**

**Contract No:** **HGAC CW05-02**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | CONTRACT # : HGAC-CW05-02<br>ACCOUNT # 482298699<br>DO NOT DUPLICATE ORDER | | |
| 2.00 | EACH | CO SIERRA U250 3G/4G CONNECTION CARDS<br>956-207-7306<br>956-225-8851 | .00 | .00 |
| 4.00 | EACH | CO NOVATELL 4082 CONNECTION CARDS<br>956-225-8947<br>956-393-0549<br>956-207-0934<br>956-207-5876 | .00 | .00 |
| 6.00 | MONTH | CO UNLIMITED AIR CARD PLANS<br>($37.99 MONTHLY X 6 CARDS=$227.94 MO)<br>956-207-7306<br>956-225-8851<br>956-225-8947<br>956-393-0549<br>956-207-0934<br>956-207-5876 | 227.94 | 1,367.64 |
| | | Account No | Encumbrance | |
| | | 1-1100-429-00-110-075-0-532 | 1,367.64 | |
| | | | Freight | .00 |
| | | | Total | 1,367.64 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# WIRELESS DEVICE REQUEST FORM W.2011.2

**TYPE OF REQUEST**

**County Owned Wireless Device:**
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☒ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

**Wireless Data Device:**
- ☒ Data Card
- ☐ Blackberry
- ☐ Other:

**Stipend:**
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: OFFICE Use Employee ID#_____ Signature:_____

Department: Emergency Management Dept#: 110

Quantity: 6

Service: $227.94 /mo (x) 6 months = 1,367.64 Account: 1-1100-429-00-110-075-0 -532

Service: $ 0 /mo (x) 6 months = 0 Account: 1-1100-429-00-110-075-0 -619/664

**Requisition Total:** $1,367.64 **Requisition Number:** 198326

**STIPEND**

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

**Total:**_____

**(2) Elected Official/Department Head Authorization for Request:**

Ramon Garcia 07-11-11

Signature | Print Name | Date

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

_____ _____ _____

Signature | Print Name | Date

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** upgrading 6 data cards 7/27/11

**Commissioner's Court Action:** **Commissioner's Court Date:** 8/2/11

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

*Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=157154,00.html, EXAMPLE 2.*

Revised: 03/09/2011

**AI-27756** **13. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Irma Garza **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Valley Initiative for Development and Advancement (VIDA) and the Hidalgo County Urban County Program. The amendment will reduce the original contract amount of $727,793.00 by $88,469.34. The amended contract amount for VIDA will be $639,296.66. The amendment will also increase and decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

## BACKGROUND

The HPRP Program requires that a total of 60% of the HPRP funds be spent by July 20, 2011. VIDA expenditure ratio is at 48%. We are therefore, recommending the amendment to the HPRP contract and the recapture of funds so that we can re-allocate these funds to other agencies that will help the County meet its threshold. The amendment will also increase and decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

(see attached detailed table & plan of action)

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

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

**BUDGETARY IMPACT:**

Amendment will reduce the VIDA contract by $88,469.34 with a new contract amount of $639,296.66.

## Attachments

VIDA

Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 02:58 PM |
| Perla Lopez | Perla Lopez | 07/28/2011 01:31 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:39 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Estella Webber Started On: 07/27/2011 01:22 PM

Final Approval Date: 07/29/2011

# URBAN COUNTY PROGRAM

## Hidalgo County Commissioners' Court
## Agenda Request Form

No. 1

Date: July 26, 2011 Meeting Date Request: August 2, 2011
Deadline for Action: August 2, 2011 Contact Person: *Diana R. Serna*
Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

*Diana R. Serna, Urban County Director*

**Caption:** Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Valley Initiative for Development and Advancement (VIDA) and the Hidalgo County Urban County Program. The amendment will reduce the original contract amount of $727,793.00 by $88,469.34. The amended contract amount for VIDA will be $639,296.66. The amendment will also increase and decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

**Background:** The HPRP Program requires that a total of 60% of the HPRP funds be spent by July 20, 2011. VIDA expenditure ratio is at 48%. We are therefore, recommending the amendment to the HPRP contract and the recapture of funds so that we can re-allocate these funds to other agencies that will help the County meet its threshold. The amendment will also increase and decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

| Activity | HOMELESS PREVENTION | | | RAPID RE-HOUSING | | |
|---|---|---|---|---|---|---|
| | Original Budget | Difference | Revised Amount | Original Budget | Difference | Revised Amount |
| Financial Assistance | 338,500.00 | +107,296.66 | 445,796.66 | 88,000.00 | + 7,000.00 | 95,000.00 |
| Housing Relocation & Stabilization | 110,000.00 | -76,500.00 | 33,500.00 | 74,0000.00 | -50,000.00 | 24,000.00 |
| Data Collections | 67,514.00 | -55,514.00 | 12,000.00 | 34,779.00 | -22,779.00 | 12,000.00 |
| Administration | 10,000.00 | 0.00 | 10,000.00 | 5,000.00 | + 2,000.00 | 7,000.00 |
| **TOTALS** | **526,014.00** | **24,717.34** | **501,296.66** | **201,779.00** | **63,779.00** | **138,000.00** |

Contract Amount awarded: $727,793.00 (HP: $526,014.00 Rapid: $201,779.00)
Amount De-Obligated: $ 88,469.34 (HP: $ 24,717.34 Rapid: $ 63,779.00)
**New Contract Amount: $639,296.66 (HP: $501,296.66 Rapid: $138,000.00)**

**Approval is recommended.**

**Finance**

**Please initial for approval:**

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes ____ No____
Account Code:_____ Impact on Future Budget: Yes____ No ____
Comments:

**Action taken by Commissioner's Court:**

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

*c:\wpwin60\wpdocs\agreqfrm.wpd*

VALLEY INITIATIVE *for* DEVELOPMENT *and* ADVANCEMENT

July 25, 2011

Diana R. Serna, Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: HPRP Plan of Action & Budget Amendment

Dear Ms. Serna:

We have reviewed the Plan of Action that was submitted to us and are therefore revising our current budget as listed below:

| CURRENT BUDGET ($727,793.00) | | | |
|---|---|---|---|
| ACTIVITY | Homeless Prevention | Rapid Re-Housing | TOTAL |
| Financial Assistance | $ 338,500.00 | $ 88,000.00 | $ 426,500.00 |
| Housing Relocation & Stabilization | 110,000.00 | 74,000.00 | 184,000.00 |
| Data Collections | 67,514.00 | 34,779.00 | 102,293.00 |
| Administration | 10,000.00 | 5,000.00 | 15,000.00 |
| TOTALS: | $ 526,014.00 | $ 201,779.00 | $ 727,793.00 |

| PROPOSED BUDGET ($639,296.66) | | | |
|---|---|---|---|
| ACTIVITY | Homeless Prevention | Rapid Re-Housing | TOTAL |
| Financial Assistance | $ 445,796.66 | $ 95,000.00 | $ 540,796.66 |
| Housing Relocation & Stabilization | 33,500.00 | 24,000.00 | 57,500.00 |
| Data Collections | 12,000.00 | 12,000.00 | 24,000.00 |
| Administration | 10,000.00 | 7,000.00 | 17,000.00 |
| TOTALS: | $ 501,296.66 | $ 138,000.00 | $ 639,296.66 |

De-Obligate Difference

$88,496.34

If you have any questions, please do not hesitate to give me a call at (956) 447-0600.

Sincerely,

Myra Caridad Garcia
Executive Director

Cc: Daniel Mena, Director of Finance

1715 East Pike Blvd. Weslaco, Texas 78596 (956) 973-8600 Fax (956) 447-0200

HPRP
PLAN OF ACTION

VIDA

| ACTIVITY | HOMELESS PREVENTION |
|---|---|
| Financial Assistance | $ 338,500.00 |
| Housing Relocation & Stabilization | $ 110,000.00 |
| Data Collections | $ 67,514.00 |
| Administration | $ 10,000.00 |
| TOTAL | $ 526,014.00 |

| RAPID RE-HOUSING | TOTAL BUDGET |
|---|---|
| $88,000.00 | $426,500.00 |
| $74,000.00 | $184,000.00 |
| $34,779.00 | $102,293.00 |
| $5,000.00 | $15,000.00 |
| $201,779.00 | **$727,793.00** |

| ESTIMATED EXPENSES (Based on Balance available) | |
|---|---|
| July Estimated | $24,919.75 |
| August Estimated | $24,919.75 |
| September Estimated | $24,919.75 |
| October Estimated | $24,919.75 |
| November Estimated | $24,919.75 |
| December Estimated | $24,919.75 |
| January Estimated | $24,919.75 |
| February Estimated | $24,919.75 |
| March Estimated | $24,919.75 |
| April Estimated | $24,919.75 |
| May Estimated | $24,919.70 |
| TOTAL: | **$274,117.20** |

| **NOTES:** | |
|---|---|
| CURRENT BUDGET | **$727,793.00** |
| 60% expenditure requirement: | **$436,675.80** |

| | |
|---|---|
| Current Budget | $727,793.00 |
| Total Spent as of today | $365,179.79 |
| Current Balance: | $362,613.21 |

| **LOSS (60% EXPENDITURE)** | |
|---|---|
| 60% Expense requiren | $436,675.80 |
| Spent before 7/19/2011: | $348,179.79 |
| **Difference:** | **$88,496.01** |

| | |
|---|---|
| Budget | $727,793.00 |
| Difference 60% | $88,496.01 |
| Spent amount: | $365,179.79 |
| **Estimated expense:** | **$274,117.20** |
| Balance: | $0.00 |

| **PROPOSED BUDGET** | |
|---|---|
| CURRENT BUDGET | $727,793.00 |
| De-obligate amount -60% diff. | $88,496.01 |
| De-obligate amount-Additional | $0.00 |
| **REVISED BUDGET:** | **$639,296.99** |

| **LOSS:** | **$88,496.01** |
|---|---|
| **Additional recap:** | **$0.00** |
| **TOTAL LOSS:** | **$88,496.01** |

| **PROJECTED** | |
|---|---|
| Total Drawn as of today : | $365,179.79 |
| Estimated expenses till May 2012 | **$274,117.20** |
| **TOTAL AMOUNT TO BE SPENT:** | **$639,296.99** |

**AMENDMENT TO EXHIBIT "A"**
**PERFORMANCE STATEMENT**

**Valley Initiative for Development and Advancement (VIDA)**, having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

**OPERATIONS UNDER HOUSING**

VIDA will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. VIDA was granted funds in the amount of $727,793.00 for both Homeless Prevention and Rapid Re-Housing activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, Data Collections, and Administration.

The subrecipient agreement was entered between VIDA and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with VIDA be reduced by $88,496.01 to be able to meet the threshold by the July 20, 2012 deadline. This amount will be re-allocated to other HPRP non-profit agencies.

**The new grant amount for VIDA will be $ 639,296.66.**

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2011.

| **County:** | **Non-Profit** |
|---|---|
| **Hidalgo County** | **VIDA** |
| _____ | _____ |
| Diana R. Serna | Myra Caridad Garcia |
| Urban County Director | Executive Director |
| Title | Title |
| _____ | _____ |
| Date | Date |

Grant No: S09UY480501

Official Contact Person:

Name: Mayra C. Garcia, Executive Director
Telephone: (956) 447-0600
Fax: (956) 447-0200
E-mail Address: mgarcia@vidacareers.org

Tax ID No.: 74-2768931
Unit of Government no. (if applicable): _____
DUNS NO.: 017008702

**SUBRECIPIENT AGREEMENT**
**FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**
**GRANT FUNDS**

THIS IS AN AGREEMENT, by and between **Hidalgo County Urban County Program (hereinafter the "Grantee") and Valley Initiative for Development And Advancement (VIDA),** having its principal office at **1715 E. Pike – Weslaco, TX 78596** **(hereinafter the "Subrecipient")** for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of **$727,793.00,** pursuant to County Commissioners' Court resolution dated **September 29, 2009**.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homelessness Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

**STATE OF TEXAS** }

**COUNTY OF HIDALGO** }

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

Subscribed and sworn to before me this 30th day of September, 2009.

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

Notary Signature

**Witness:**

**COUNTY OF HIDALGO**
**URBAN COUNTY PROGRAM**

**Diana R. Serna, UCP Ex. Director**

## EXHIBITS

**IV. Exhibits**

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Policies & Procedures
g. Quarterly Performance Report
h. Annual Performance Report
i. Assurances and Certifications

## Exhibit C: Payment Schedule

### Homelessness Prevention Budget – 3 yr Program

| Activity | 1st Yr | 2nd Yr | 3rd Yr | Total |
|---|---|---|---|---|
| Administrative | 10,000.00 | -0- | -0- | 10,000.00 |
| Financial Assistance | 197,488.00 | 107,656.00 | 33,356.00 | 338,500.00 |
| Housing Relocation & Stabilization | 36,666.00 | 36,666.00 | 36,668.00 | 110,000.00 |
| Data Collections & Management | 22,504.67 | 22,504.67 | 22,504.66 | 67,514.00 |
| **Totals** | **266,658.67** | **166,826.67** | **92,528.66** | **526,014.00** |

### Rapid Re-Housing Budget – 3 Yr Program

| Activity | 1st Yr | 2nd Yr | 3rd Yr | Total |
|---|---|---|---|---|
| Administrative | 5,000.00 | -0- | -0- | 5,000.00 |
| Financial Assistance | 45,425.00 | 27,975.00 | 14,600.00 | 88,000.00 |
| Housing Relocation & Stabilization | 24,667.00 | 24,667.00 | 24,666.00 | 74,000.00 |
| Data Collections & Management | 11,593.00 | 11,593.00 | 11,593.00 | 34,779.00 |
| **Totals** | **86,685.00** | **64,235.00** | **50,859.00** | **201,779.00** |
| **Grand Totals** | **$353,343.67** | **$231,061.67** | **$143,387.66** | **$727,793.00** |

**Funds are for three (3) years. If funds are expended before the end of the year, you can proceed with the following years. There will be no set payment schedule.**

**AI-27767** **13. B.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Irma Garza **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Texas Rio Grande Legal Aid, Inc. (TRGLA) and the Hidalgo County Urban County Program. The amendment would reduce the original contract amount of $328,328.10 by $71,191.00. The amended contract amount for TRGLA will be $257,137.10. The amendment will also decrease budgeted amounts within the Homeless Prevention category.

## BACKGROUND

The HPRP Program requires that a total of 60% of the HPRP funds be spent by July 20, 2011. TRGLA expenditure ratio is at 47%. We are therefore, recommending the amendment to the HPRP contract and the recapture of funds so that we can re-allocate these funds to other agencies that will help the County meet its threshold. The amendment will also decrease budgeted amounts within the Homeless Prevention category.

(see attached detailed table & plan of action)

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

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

**BUDGETARY IMPACT:**

Amendment will reduce TRGLA contract by $71,191.00 with a new contract amount of $257,137.10.

## Attachments

TRGLA

Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 03:08 PM |
| Perla Lopez | Perla Lopez | 07/28/2011 01:48 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:38 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Estella Webber Started On: 07/27/2011 02:57 PM

Final Approval Date: 07/29/2011

# URBAN COUNTY PROGRAM

## Hidalgo County Commissioners' Court
## Agenda Request Form

No. 2

Date: July 26, 2011
Deadline for Action: August 2, 2011
Department: Urban County Program

Meeting Date Request: August 2, 2011
Contact Person: *Diana R. Serna*
Phone: (956) 787-8127 Fax: (956) 787-5291

*Diana R. Serna, Urban County Director*

**Caption:** Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Texas Rio Grande Legal Aid, Inc. (TRGLA) and the Hidalgo County Urban County Program. The amendment would reduce the original contract amount of $328,328.10 by $71,191.00. The amended contract amount for TRGLA will be $257,137.10. The amendment will also decrease budgeted amounts within the Homeless Prevention category.

**Background:** The HPRP Program requires that a total of 60% of the HPRP funds be spent by July 20, 2011. TRGLA expenditure ratio is at 47%. We are therefore, recommending the amendment to the HPRP contract and the recapture of funds so that we can re-allocate these funds to other agencies that will help the County meet its threshold. The amendment will also decrease budgeted amounts within the Homeless Prevention category.

| Activity | HOMELESS PREVENTION | | |
|---|---|---|---|
| | Original Budget | Difference | Revised Amount |
| Housing Relocation & Stabilization | 300,000.00 | -67,831.00 | 232,169.00 |
| Data Collections | 15,000.00 | 0.00 | 15,000.00 |
| Administration | 13,328.10 | -3,360.00 | 9,968.10 |
| **TOTALS** | **328,328.10** | **71,191.00** | **257,137.10** |

Contract Amount awarded: $328,328.10
Amount De-Obligated: $ 71,191.00
**New Contract Amount: $257,137.10**

**Approval is recommended.**

**Finance** FMM

**Please initial for approval:**

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes ____ No____
Account Code:_____ Impact on Future Budget: Yes____ No ____
Comments:

**Action taken by Commissioner's Court:**

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

LAW OFFICES OF
**Texas RioGrande Legal Aid, Inc.**
300 SOUTH TEXAS BOULEVARD
WESLACO, TEXAS 78596
TELEPHONE: (956) 447-4800
FAX: (956) 968-8823
WWW.TRLA.ORG

DAVID G. HALL
EXECUTIVE DIRECTOR

EMAIL: DHALL@TRLA.ORG

July 21, 2011

Diana R. Serna, Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: HPRP Plan of Action & Budget Amendment

Dear Ms. Serna,

We have reviewed the Plan of Action that was submitted to us and are therefore revising our current budget as listed below:

| ACTIVITY | CURRENT BUDGET Homeless Prevention | DEDUCT loss | PROPOSED BUDGET TOTAL |
|---|---|---|---|
| Housing Relocation & Stabilization | $300,000.00 | $67,831.00 | $232,169.00 |
| Data Collections | $15,000.00 | | $15,000.00 |
| Administration | $13,328.10 | $3,360.00 | $9,968.10 |
| TOTALS: | $328,328.10 | $71,191.00 | $257,137.10 |

If you have any questions, please do not hesitate to give me a call at (956) 447-4824.

Sincerely,

David G. Hall/by Diana Rodriguez

David G Hall
Executive Director

JUL 25 2011

HPRP

PLAN OF ACTION

TRLA

| ACTIVITY | HOMELESS PREVENTION |
|---|---|
| Financial Assistance | $ - |
| Housing Relocation & Stabilization | $ 300,000.00 |
| Data Collections | $ 15,000.00 |
| Administration | $ 13,328.10 |
| TOTAL | $ 328,328.10 |

| | |
|---|---|
| **Current Budget** | $328,328.10 |
| **Total Spent as of today** | **$161,027.98** |
| Current Balance: | $167,300.12 |

| ESTIMATED EXPENSES (Minus recapture) | |
|---|---|
| July Estimated | **$8,737.19** |
| August Estimated | **$8,737.19** |
| September Estimated | **$8,737.19** |
| October Estimated | **$8,737.19** |
| November Estimated | **$8,737.19** |
| December Estimated | **$8,737.19** |
| January Estimated | **$8,737.19** |
| February Estimated | **$8,737.19** |
| March Estimated | **$8,737.19** |
| April Estimated | **$8,737.19** |
| May Estimated | **$8,737.22** |
| | |
| TOTAL: | **$96,109.12** |

| **NOTES:** | |
|---|---|
| CURRENT BUDGET | **$328,328.10** |
| 60% expenditure requirement: | **$196,996.86** |

| | |
|---|---|
| **Current Budget** | $328,328.10 |
| **Less Difference 60%** | **$42,385.30** |
| **Spent amount:** | $161,027.98 |
| **Estimated expense:** | **$96,109.12** |
| **Balance:** | $28,805.70 |

| **LOSS (60% EXPENDITURE)** | |
|---|---|
| 60% Expense requirement | $196,996.86 |
| Spent before 7/19/2011: | $154,611.56 |
| **Difference:** | **$42,385.30** |

47%

| | |
|---|---|
| **LOSS:** | **$42,385.30** |
| **Additional recapture:** | **$28,805.70** |
| **Total Recapture:** | **$71,191.00** |

| **PROPOSED BUDGET** | |
|---|---|
| CURRENT BUDGET | **$328,328.10** |
| **De-obligate amount -60% diff.** | **$42,385.30** |
| De-obligate amount-Additional | $28,805.70 |
| **REVISED BUDGET:** | **$257,137.10** |

| **PROJECTED** | |
|---|---|
| **Total Drawn as of today :** | **$161,027.98** |
| Estimated expenses till May 2012 | **$96,109.12** |
| **TOTAL AMOUNT TO BE SPENT:** | **$257,137.10** |

**AMENDMENT TO EXHIBIT "A"**
**PERFORMANCE STATEMENT**

**Texas Rio Grande Legal Aid, Inc.**, having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

**OPERATIONS UNDER HOUSING**

Texas Rio Grande Legal Aid, Inc. will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless. Texas Rio Grande Legal Aid, Inc. was granted funds in the amount of $328,328.10 for Homeless Prevention. The assistance to the families will be Housing Relocation & Stabilization Services, Data Collections, and Administration.

The subrecipient agreement was entered between Texas Rio Grande Legal Aid, Inc. and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with Texas Rio Grande Legal Aid, Inc. be reduced by $71,191.00 to be able to meet the threshold by the July 20, 2012 deadline. This amount will be re-allocated to other HPRP non-profit agencies.

**The new grant amount for Texas Rio Grande Legal Aid, Inc. will be $ 257,137.10.**

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2011.

| | |
|---|---|
| **County:** | **Non-Profit** |
| **Hidalgo County** | **Texas Rio Grande Legal Aid, Inc.** |
| _____ | _____ |
| Diana R. Serna | David G. Hall |
| Urban County Director | Executive Director |
| Title | Title |
| _____ | _____ |
| Date | Date |

Grant No: S09UY480501

Official Contact Person:

Name: David G. Hall, Executive Director
Telephone: (956) 447-4824
Fax: (956) 968-8823
E-mail Address: dhall@trla.org

Tax ID No.: 74-1675230
Unit of Government no. (if applicable): _____
DUNS NO.: 132845868

5686

**SUBRECIPIENT AGREEMENT**
**FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**
**GRANT FUNDS**

THIS IS AN AGREEMENT, by and between **Hidalgo County Urban County Program (hereinafter the "Grantee") and Texas Rio Grande Legal Aid,** having its principal office at **300 S. Texas Blvd. in Weslaco, TX 78596** **(hereinafter the "Subrecipient")** for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of **$328,328.10** pursuant to County Commissioners' Court resolution dated **September 29, 2009**.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homelessness Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

**STATE OF TEXAS** }

**COUNTY OF HIDALGO** }

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

Subscribed and sworn to before me this 30th day of September, 2009.

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

Notary Signature

**Witness:**

**COUNTY OF HIDALGO**
**URBAN COUNTY PROGRAM**

**Diana R. Serna, UCP Ex. Director**

## EXHIBITS

**IV. Exhibits**

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Policies & Procedures
g. Quarterly Performance Report
h. Annual Performance Report
i. Assurances and Certifications

**Exhibit C: Payment Schedule**

**Homelessness Prevention Budget – 3 yr Program**

| Activity | 1st Yr | 2nd Yr | 3rd Yr | Total |
|---|---|---|---|---|
| Administrative | 4,442.70 | 4,442.70 | 4,442.70 | 13,328.10 |
| Financial Assistance | 0 | 0 | 0 | 0 |
| Housing Relocation & Stabilization | 100,000.00 | 100,000.00 | 100,000.00 | 300,000.00 |
| Data Collections & Management | 6,666.66 | 4,167.00 | 4,167.00 | 15,000.00 |
| **Totals** | **111,108.70** | **108,609.70** | **108,609.70** | **328,328.10** |

**Funds are for three (3) years. If funds are expended before the end of the year, you can proceed with the following years. There will be no set payment schedule.**

**AI-27768** **13. C.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Irma Garza **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Catholic Charities of the Rio Grande Valley (CCRGV) for Development and Advancement, and the Hidalgo County Urban County Program. The amendment would reduce the original contract amount of $968,297.00 by $152,282.54. The amended contract amount for CCRGV will be $816,014.46. The amendment will also decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

## BACKGROUND

The HPRP Program requires that a total of 60% of the HPRP funds be spent by July 20, 2011. CCRGV expenditure ratio is at 44%. We are therefore, recommending the amendment to the HPRP contract and the recapture of funds so that we can re-allocate these funds to other agencies that will help the County meet its threshold. The amendment will also decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

(see attached detailed table & plan of action)

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

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

**BUDGETARY IMPACT:**

Amendment will reduce CCRGV contract by $152,282.54 with a new contract amount of $816,014.46.

## Attachments

CCRGV

Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 03:24 PM |
| Perla Lopez | Perla Lopez | 07/28/2011 01:59 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:37 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Estella Webber Started On: 07/27/2011 03:08 PM

Final Approval Date: 07/29/2011

# URBAN COUNTY PROGRAM

## Hidalgo County Commissioners' Court
## Agenda Request Form

No. 3

Date: July 26, 2011
Deadline for Action: August 2, 2011
Department: Urban County Program

Meeting Date Request: August 2, 2011
Contact Person: *Diana R. Serna*
Phone: **(956) 787-8127** Fax: **(956) 787-5291**

***Diana R. Serna, Urban County Director***

**Caption:** Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Catholic Charities of the Rio Grande Valley (CCRGV) for Development and Advancement) and the Hidalgo County Urban County Program. The amendment would reduce the original contract amount of $968,297.00 by $152,282.54. The amended contract amount for CCRGV will be $816,014.46. The amendment will also decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

**Background:** The HPRP Program requires that a total of 60% of the HPRP funds be spent by July 20, 2011. CCRGV expenditure ratio is at 44%. We are therefore, recommending the amendment to the HPRP contract and the recapture of funds so that we can re-allocate these funds to other agencies that will help the County meet its threshold. The amendment will also decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

| Activity | HOMELESS PREVENTION | | | RAPID RE-HOUSING | | |
|---|---|---|---|---|---|---|
| | Original Budget | Difference | Revised Amount | Original Budget | Difference | Revised Amount |
| Financial Assistance | 544,241.00 | -80,000.00 | 464,241.00 | 224,000.00 | -72,282.54 | 151,717.46 |
| Housing Relocation & Stabilization | 50,000.00 | 0.00 | 50,000.00 | 70,000.00 | 0.00 | 70,000.00 |
| Data Collections | 33,028.00 | 0.00 | 33,028.00 | 33,028.00 | 0.00 | 33,028.00 |
| Administration | 7,000.00 | 0.00 | 7,000.00 | 7,000.00 | 0.00 | 7,000.00 |
| **TOTALS** | **634,269.00** | **80,000.00** | **554,269.00** | **334,028.00** | **72,282.54** | **261,745.46** |

| | | | |
|---|---|---|---|
| Contract Amount awarded: | $968,297.00 | (HP: $634,269.00 | Rapid: $ 334,028.00) |
| Amount De-Obligated: | $152,282.54 | (HP: $ 80,000.00 | Rapid: $ 72,282.54) |
| **New Contract Amount:** | **$816,014.46** | **(HP: $554,269.00** | **Rapid: $ 261,745.46)** |

**Approval is recommended.**

**Finance** FMM

**Please initial for approval:**

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes ____ No____
Account Code:_____ Impact on Future Budget: Yes____ No ____
Comments:

**Action taken by Commissioner's Court:**

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

*c:\wpwin60\wpdocs\agreqfrm.wpd*

# Catholic Charities
## *Of the* Rio Grande Valley

**Providing help**
**Creating hope**

July 21, 2011

Diana R. Serna, Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: HPRP Plan of Action & Budget Amendment

Dear Ms. Serna,

We have reviewed the Plan of Action that was submitted to us and are therefore revising our current budget as listed below:

| CURRENT BUDGET | | | |
|---|---|---|---|
| ACTIVITY | Homeless Prevention | Rapid Re-Housing | TOTAL |
| Financial Assistance | $544,241.00 | $224,000.00 | $768,241.00 |
| Housing Relocation & Stabilization | $50,000.00 | $70,000.00 | $120,000.00 |
| Data Collections | $33,028.00 | $33,028.00 | $66,056.00 |
| Administration | $7,000.00 | $7,000.00 | $14,000.00 |
| TOTALS: | $634,269.00 | $334,028.00 | $968,297.00 |

| PROPOSED BUDGET | | | |
|---|---|---|---|
| ACTIVITY | Homeless Prevention | Rapid Re-Housing | TOTAL |
| Financial Assistance | $464,241.00 | $151,717.46 | $615,958.46 |
| Housing Relocation & Stabilization | $50,000.00 | $70,000.00 | $120,000.00 |
| Data Collections | $33,028.00 | $33,028.00 | $66,056.00 |
| Administration | $7,000.00 | $7,000.00 | $14,000.00 |
| TOTALS: | $554,269.00 | $261,745.46 | $816,014.46 |

De-obligate Difference

$ 152,282.54

If you have any questions, please do not hesitate to give me a call at (956) 702-4088.

Sincerely,

Sr. Norma Pimentel
Executive Director

700 N. Virgen de San Juan Blvd. * San Juan, Texas 78589 * (956) 702-4088 * Fax (956) 782-0418
955 W. Price Rd. * Brownsville, Texas 78520 * (956) 541-0220 * Fax (956) 544-7580

HPRP
PLAN OF ACTION

CATHOLIC CHARITIES

| ACTIVITY | HOMELESS PREVENTION | RAPID RE-HOUSING | TOTAL BUDGET |
|---|---|---|---|
| Financial Assistance | $ 544,241.00 | $224,000.00 | $768,241.00 |
| Housing Relocation & Stabilization | $ 50,000.00 | $70,000.00 | $120,000.00 |
| Data Collections | $ 33,028.00 | $33,028.00 | $66,056.00 |
| Administration | $ 7,000.00 | $7,000.00 | $14,000.00 |
| TOTAL | $ 634,269.00 | $334,028.00 | $968,297.00 |

| ESTIMATED EXPENSES (Based on Balance available) | |
|---|---|
| July Estimated | $40,000.00 |
| August Estimated | $40,000.00 |
| September Estimated | $40,000.00 |
| October Estimated | $40,000.00 |
| November Estimated | $40,000.00 |
| December Estimated | $40,000.00 |
| January Estimated | $40,000.00 |
| February Estimated | $40,000.00 |
| March Estimated | $40,000.00 |
| April Estimated | $27,318.80 |
| May Estimated | $0.00 |
| | |
| TOTAL: | **$387,318.80** |

| **NOTES:** | |
|---|---|
| CURRENT BUDGET | **$968,297.00** |
| 60% expenditure requirement: | **$580,978.20** |

| | |
|---|---|
| Current Budget | $968,297.00 |
| Total Spent as of today | $428,695.66 |
| Current Balance: | $539,601.34 |

| **LOSS (60% EXPENDITURE)** | |
|---|---|
| 60% Expense requirement | $580,978.20 |
| Spent before 7/19/2011: | $428,695.66 |
| **Difference:** | **$152,282.54** |

| | |
|---|---|
| Budget | $968,297.00 |
| Difference 60% | $152,282.54 |
| Spent amount: | $428,695.66 |
| **Estimated expense:** | **$387,318.80** |
| Balance: | $0.00 |

| | |
|---|---|
| **LOSS:** | **$152,282.54** |
| **Additional recapture:** | **$0.00** |
| **TOTAL TO RECAPTURE:** | **$152,282.54** |

| **PROPOSED BUDGET** | |
|---|---|
| CURRENT BUDGET | $968,297.00 |
| De-obligate amount -60% diff. | $152,282.54 |
| De-obligate amount-Additional | $0.00 |
| **REVISED BUDGET:** | **$816,014.46** |

| PROJECTED | |
|---|---|
| Total Drawn as of today : | $428,695.66 |
| Estimated expenses till May 2012 | **$387,318.80** |
| **TOTAL AMOUNT TO BE SPENT:** | **$816,014.46** |

**AMENDMENT TO EXHIBIT "A"**
**PERFORMANCE STATEMENT**

**Catholic Charities of the Rio Grande Valley**, having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

**OPERATIONS UNDER HOUSING**

Catholic Charities of the Rio Grande Valley will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. Catholic Charities of the Rio Grande Valley was granted funds in the amount of $968,297.00 for both Homeless Prevention and Rapid Re-Housing activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, Data Collections, and Administration.

The subrecipient agreement was entered between Catholic Charities of the Rio Grande Valley and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with Catholic Charities of the Rio Grande Valley be reduced by $152,282.54 to be able to meet the threshold by the July 20, 2012 deadline. This amount will be re-allocated to other HPRP non-profit agencies.

**The new grant amount for Catholic Charities of the Rio Grande Valley will be $ 816,014.46.**

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2011.

| | |
|---|---|
| **County:** | **Non-Profit** |
| **Hidalgo County** | **Catholic Charities of the Rio Grande Valley** |
| _____ | _____ |
| Diana R. Serna | Sister Norma Pimentel |
| Urban County Director | Executive Director |
| Title | Title |
| _____ | _____ |
| Date | Date |

Grant No: S09UY480501

Official Contact Person:

Name: Sister Norma Pimentel, Executive Director
Telephone: (956) 702-4088
Fax: (956)
E-mail Address: npimentel@cdob.org

Tax ID No.: 68-0599307
Unit of Government no. (if applicable): _____
DUNS NO.: 95-601-6075

## SUBRECIPIENT AGREEMENT FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM GRANT FUNDS

THIS IS AN AGREEMENT, by and between **Hidalgo County Urban County Program (hereinafter the "Grantee") and Catholic Charities of the Rio Grande Valley**, having its principal office at **700 N. Virgen De San Juan Blvd., San Juan, TX 78589 (hereinafter the "Subrecipient")** for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of **$968,297.00** pursuant to County Commissioners' Court resolution dated **September 29, 2009**.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homelessness Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

**STATE OF TEXAS }**

**COUNTY OF HIDALGO }**

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

Subscribed and sworn to before me this 30th day of September, 2009.

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

Notary Signature

**Witness:**

**COUNTY OF HIDALGO**
**URBAN COUNTY PROGRAM**

**Diana R. Serna, UCP Ex. Director**

## EXHIBITS

**IV. Exhibits**

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Policies & Procedures
g. Quarterly Performance Report
h. Annual Performance Report
i. Assurances and Certifications

## Exhibit C: Payment Schedule

## Homelessness Prevention Budget – 3 yr Program

| Activity | 1st Yr | 2nd Yr | 3rd Yr | Total |
|---|---|---|---|---|
| Administrative | 7,000.00 | -0- | -0- | 7,000.00 |
| Financial Assistance | 181,416.00 | 181,413.00 | 181,412.00 | 544,241.00 |
| Housing Relocation & Stabilization | 16,667.00 | 16,667.00 | 16,666.00 | 50,000.00 |
| Data Collections & Management | 11,012.00 | 11,009.00 | 11,007.00 | 33,028.00 |
| **Totals** | **216,095.00** | **209,089.00** | **209,085.00** | **634,269.00** |

Rapid Re-Housing

| Activity | 1st Yr | 2nd Yr | 3rd Yr | Total |
|---|---|---|---|---|
| Administrative | 7,000.00 | 0 | -0- | 7,000.00 |
| Financial Assistance | 74,666.00 | 74,666.00 | 74,668.00 | 224,000.00 |
| Housing Relocation & Stabilization | 23,333.00 | 23,333.00 | 23,334.00 | 70,000.00 |
| Data Collections & Management | 11,012.00 | 11,009.00 | 11,007.00 | 33,028.00 |
| **Totals** | **116,011.00** | **109,008.00** | **109,009.00** | **334,028.00** |
| **Grand Totals** | **332,106.00** | **318,097.00** | **318,094.00** | **968,297.00** |

**Funds are for three (3) years. If funds are expended before the end of the year, you can proceed with the following years. There will be no set payment schedule.**

**AI-27713** **13. D.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Monica Leal **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## CAPTION

Rescind action taken by County Commissioners' Court on June 14, 2011, agenda item # (AI-26953) concerning a proposed 2nd Program Amendment (flood drainage improvements to Basham No. 37 Subdivision) under the American Recovery and Reinvestment Act of 2009 (ARRA) for Hidalgo County Precinct No. 3.

## BACKGROUND

Due to Precinct No. 3 determination, that no additional drainage improvements are required or beneficial at Basham No. 37 Subdivision.

## Attachments

amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/26/2011 04:51 PM |
| Perla Lopez | Perla Lopez | 07/27/2011 09:03 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:28 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Estella Webber Started On: 07/26/2011 01:31 PM

Final Approval Date: 07/29/2011

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

July 12, 2011

Diana Serna, Director
Urban County Program
c/o Monica Leal, Program Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna:

Precinct #3 had identified Basham #37 Subdivision for drainage improvement under the CDBG-R Funding. Shortly after our Field Operation Director and his work crew cleared the area it was determined that no additional drainage improvement work would be required or beneficial to this subdivision.

In sum, considering the above, we are requesting to cancel the above-mentioned project. We thank you and your staff for all the preparations and work put into this project.

Once again, thank you and if you need any further information do not hesitate to call.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

**AI-27715** **13. E.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Mary Flores **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## CAPTION

Requesting approval to authorize County Judge as the County's Chief Executive Officer to act in all matters in connection with this grant and the County's participation in the Texas General Land Office "GLO", Contract No. 10-5066-000-5043.

Previous agenda item # 18642 submitted on November 24, 2009 for the County Judge to act in all matters in connection with the TDRA Grant No. DRS010068.

## BACKGROUND

Signature is required for the Community Development Block Grant Disaster Recovery Program. Notice of change in contract administration to Texas General Land Office "GLO Contract No. 10-5066-000-5043" from (TDRA Contract No. DRS010068).

## Attachments

signature forms

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 10:40 AM |
| Perla Lopez | Perla Lopez | 07/27/2011 11:11 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:30 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Estella Webber Started On: 07/26/2011 01:59 PM

Final Approval Date: 07/29/2011

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

July 19, 2011

Mr. Antonio Barco
Comp. Division Manager - Urban County Program
County of Hidalgo
1916 Tesoro Boulevard
Pharr, Texas 78577

Re: Community Development Block Grant Disaster Recovery Program
Notice of Change in Contract Administration

Dear Mr. Barco:

This letter requires your immediate review, and action within ten (10) business days of the date of this letter, to ensure the County of Hidalgo's uninterrupted participation in the U. S. Department of Housing and Urban Development's Community Development Block Grant disaster recovery program (the "Program").

Prior to June 17, 2011, the Texas Department of Rural Affairs ("TDRA") and the Texas Department of Housing and Community Affairs ("TDHCA") were charged with administering the Program. However, on June 17, 2011, Governor Rick Perry declared the Texas General Land Office (the "GLO") as the state agency responsible for those duties, effective July 1, 2011. The GLO then entered into agreements with TDRA and TDHCA necessary to coordinate the transfer of all Program activities to the GLO, including all contracts and contracting activities between those agencies and Program grantees.

The County of Hidalgo is a party to Texas Department of Rural Affairs Contract Number DRS010068 (the "Contract"), which has been assigned GLO Contract No. 10-5066-000-5043. Please include both numbers on any correspondence, invoices, or other communications with the GLO. In accordance with the Governor's directive, references in the Contract to the Texas Department of Rural Affairs or TDRA shall now mean the Texas General Land Office or the GLO, respectively, in each and every instance.

The GLO understands that the correct recipient of legal notices under the Contract, as executed, is the person to whom this letter is addressed. Please confirm that understanding, and provide the additional information requested, in the space provided below. **Further Notices required under the Contract, if any, will be sent to the name and address confirmed or stated in this letter.**

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

Any notices required under the Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with an overnight courier, with a signature being required.

It is the intention of the GLO to make no further changes to the Contract at this time.

**Notices concerning the County of Hidalgo's Contract must now be sent to:**

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

**Correct information for your entity shall be recorded as (please enter *all* information):**

Name of Authorized Signatory: Ramon Garcia

Title: County Judge

Entity: County Of Hidalgo

Address: 1615 South Closner, Suite J

City, State ZIP Code: Edinburg, Texas 78539

Telephone: 956-318-2600

Email: ramon.garcia@co.hidalgo.tx.us, diana.serna@ucp.co.hidalgo.tx.us
antonio.barco@ucp.co.hidalgo.tx.us

Enclosed are duplicate original letters. Please indicate the County of Hidalgo's consent to, agreement with, and acceptance of, the terms of this letter by filling out the requested information in each, and having both letters executed by the individual authorized to bind the County of Hidalgo.

Please return one originally-signed letter to the Legal Services Division of the GLO, in the envelope provided, within ten (10) business days of the date of this letter, and keep one originally-signed letter for your files.

If you have any questions concerning this matter, please call Marci Morrison, Staff Attorney, GLO Legal Services Division, at (512) 463-9897. Alternatively, you may send a direct email inquiry to DRLEGAL@glo.texas.gov.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM – NOTICE OF CHANGE IN CONTRACT ADMINISTRATION**
**GLO CONTRACT NO. 10-5066-000-5043**
**(TDRA CONTRACT NO. DRS010068)**

**TEXAS GENERAL LAND OFFICE**

**WILLIAM F. WARNICK**
**GENERAL COUNSEL**

Signatory for the County of Hidalgo, who certifies to having authority to bind the County of Hidalgo by signing below:

**COUNTY OF HIDALGO**

**SIGNED:**_____

**PRINTED NAME:**_____

**TITLE:**_____

**DATE OF EXECUTION:**_____

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**AI-27718** **13. F.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## CAPTION

Urban County Program for Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Sascon Inc., lowest bidder meeting all specifications and/or requirements, for the Texas Department of Rural Affairs contract No. DRS010068 - Catarina Subdivision Street and Drainage Improvements Project in the amount of $472,395.20. The project consists of street and drainage improvements within Catarina Subdivision which include the following locations: Martinez, Ford, Dunn & Maritza St.

## BACKGROUND

Bids were requested and received for Pct. No. 1 – Catarina Subdivision Street & Drainage Improvements project. Sam Engineering & Surveying Inc. (SAMES) prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Dept. on June 8, 2011. After review, the project engineer recommended Sascon Inc. as the lowest of three (3) bidders. Please see attached engineers recommendation letter and a copy of bid tabulations.

Contractor: Sascon Inc.
Contract amount: $472,395.20

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

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

**BUDGETARY IMPACT:**

Urban County funds will be utilized.

## Attachments

backup
project
Contract
Insurance

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/26/2011 04:52 PM |
| Perla Lopez | Perla Lopez | 07/29/2011 01:54 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:34 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Estella Webber Started On: 07/26/2011 02:21 PM

Final Approval Date: 07/29/2011

# URBAN COUNTY PROGRAM

**Hidalgo County Commissioners' Court**

No. 27718

Date: **July 22, 2011** Meeting Date Request: August 2, 2011

Deadline for Action: August 2, 2011 Contact Person: ***Diana R. Serna***

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

***Diana R. Serna, UCP Director***

**Caption:**

Urban County Program for Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Sascon Inc., lowest bidder meeting all specifications and/or requirements, for the Texas Department of Rural Affairs contract No. DRS010068 - Catarina Subdivision Street and Drainage Improvements Project in the amount of $472,395.20. The project consists of street and drainage improvements within Catarina Subdivision which include the following locations: Martinez, Ford, Dunn & Maritza St..

**Background:**

Bids were requested and received for Pct. No. 1 – Catarina Subdivision Street & Drainage Improvements project. Sam Engineering & Surveying Inc. (SAMES) prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Dept. on June 8, 2011. After review, the project engineer recommended Sascon Inc. as the lowest of three (3) bidders. Please see attached engineers recommendation letter and a copy of bid tabulations.

Contractor: Sascon Inc.
Contract amount: $472,395.20
**Funds Available: $520,252.00**

**Deputy Director:** **Finance:**

**Please initial for approval:**

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

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

**Comments:**

**Action taken by Commissioner's Court:**

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

URBAN COUNTY PROGRAM-TDRA
STATEMENT OF EXPENDITURES
AS OF 06/30/11



| | ORIG BUDGET | BUDGET AMD | PROJ. TRANSF. | AMENDED BUDGET | CURRENT MONTH | PROJ-TO-DATE | ENCUMBRANCES | BUD BALANCE |
|---|---|---|---|---|---|---|---|---|
| DRS 010068 - PROGRESO | | | | | | | | |
| 6536-65-0309-5000-6500 FLOOD DRAIN IMPROVEMENTS | 0.00 | 228,711.00 | 0.00 | 228,711.00 | 0.00 | 0.00 | 0.00 | 228,711.00 |
| 6536-65-0311-5000-6500 STREET IMPROVEMENTS | 0.00 | 291,541.00 | (53,883.20) | 237,657.80 | 0.00 | 0.00 | 0.00 | 237,657.80 |
| 6536-65-0311-5100-6510 SAMES, INC. | 0.00 | 0.00 | 53,883.20 | 53,883.20 | 0.00 | 43,106.56 | 10,776.64 | 0.00 |
| SUB-TOTAL (PROGRESO) | 0.00 | 520,252.00 | 0.00 | 520,252.00 | 0.00 | 43,106.56 | 10,776.64 | 466,368.80 |

COUNTY of HIDALGO



*Joel Quintanilla.*
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

MEMORANDUM

**Date:** July 21, 2011

**To:** Diana Serna, Program Director, Hidalgo County Urban County Program

**From:** Hidalgo County Commissioner Precinct One Joel Quintanilla

**Subject:** Consideration and possible Award of Construction of Street/Drainage Improvements-Catarina Subdivision in the City of Progreso. Schedule for consideration by Hidalgo County Commissioners Court at regular Commissioners' Court Meeting on August 2, 2011. Hidalgo County Urban County Program TDRA Precinct # 1 – Bid No. 6536-65-0311-5100-6510.

We have received a recommendation from SAMES engineering on the lowest responsible bid submitted. I concur with their recommendation to award the contract to Sacon Inc. for the base bid amount of $472,403.65. Call my office if you have questions or need additional information. Thank You!

THE COUNTY OF HIDALGO TEXAS

COUNTY of HIDALGO




*Joel Quintanilla.*
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733


**MEMORANDUM**

**July 20, 2011**

**To** Diana Serna, Program Director, Hidalgo County Urban County Program

**From:** Hidalgo County Commissioner Precinct One Joel Quintanilla

**Subject:** Bid Recommendation for Catarina Subdivision in the City of Progreso.
Hidalgo County Urban County Program
TDRA Precinct # 1 – Street/Drainage Improvements – Catarina Subdivision

Commissioner Joel Quintanilla
Hidalgo County, Precinct 1

We have received a recommendation form SAMES Engineering on the best bid submitted. I concur with their recommendation to award the contract to Sacon Inc. Call my office if you have questions or need additional information. Thank You!

JUL 20 2011

THE COUNTY OF HIDALGO TEXAS

SAM Engineering and Surveying, Inc.

200 South Cage Blvd., Pharr, Texas 78577, P.O. Box 3353 (Edinburg,78540)

June 14, 2011

Joel Quintanilla
Commissioner
Hidalgo County Precinct #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Letter of Recommendation for Sascon Inc.
Hidalgo County Urban County Program
TDRA Precinct #1- Street/Drainage Improvement - Catarina Subdivision
Bid No. 6536-65-0311-5100-6510

Commissioner Quintanilla,

We have reviewed the unit base bid amount totals submitted from 6 construction companies for the above mentioned project. After review and tabulation of the unit base bid bids, Sascon Inc., has submitted the lowest base bid proposal of $472,403.65. Reim Construction Inc., Payless Properties, Inc., J.M. Construction, Saenz Utility Contractors and Rigney Construction & Development LLC also submitted bids for the project (see attached bid tabulation sheet). Sascon Inc., has met all requirements set forth in the bid notice.

With this in mind, please consider our recommendation that Sascon Inc., be awarded the project for the unit base bid amount of $472,403.65. Construction is expected to be completed in 90 calendar days.

Respectfully Submitted,

Samuel Maldonado, P.E., R.P.L.S.
Principal

TX FIRM REGISTRATION
NO. F-10602
S:\SAMES\ENG\ENG 2010\Eng 10.073_UCP-PCT1 Progreso TDRA\MIsc. Docs\RECOMMENDATION LETTER.doc

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

| **BID OPENING DATE: June 08, 2011** | **BID OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF BID: "Pct. 1 Catarina Subdivision Street & Drainage Improvements Project for TDRA Disaster Recovery Program Contract No. DRS010068"**

**BID NO: 6536-0311-5100-6510-UCP-EG** **PROCUREMENT SPECIALIST:**

| RFB NO. | Name of Company | Total Price | ADDENDUM # 1 ACKNOWLEDGED | Bid Bond/ Cashier's Check Included |
|---|---|---|---|---|
| 1. | Sascon Inc. | $472,395.20 | Addendum #1 Acknowledged | Bid Bond Included |
| 2. | Rigney Construction & Development. LLC | $485,794.90 | Addendum #1 Acknowledged | Bid Bond Included |
| 3. | REIM Construction Inc. | $495,988.30 | Addendum #1 NOT Acknowledged | Bid Bond Included |
| 4. | Payless Properties Inc. | $498,055.34 | Addendum #1 Acknowledged | NO Bid Bond Included |
| 5. | Saenz Utility Contractors, Ltd | $529,328.55 | Addendum #1 Acknowledged | Bid Bond Included |
| 6. | J. M. Construction | $525,662.50 | Addendum #1 Acknowledged | Bid Bond Included |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |

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

2216750

# 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

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Jun 22,2011 at 08:10A

As a Recording

Document Number: 2216750
Total Fees : 16.00

Receipt Number - 1205216
By,
Carolyn Martinez, Deputy

1 **Name of person who has a business relationship with local governmental entity.**

Ware / Sascon Inc

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.**

None

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.

N/A

4 Sascon Inc

H.A. Skloss

Signature of person doing business with the governmental entity

H.A. Skloss Pres

6-21-11

Date

Adopted 06/29/2007

# CONSTRUCTION CONTRACT

This Agreement, entered into this **2nd** day of **August, 2011** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM, joined** by **HIDALGO COUNTY PRECINCT NO. 1** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **Sascon Inc.**, a corporation) of McAllen, State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

| | |
|---|---|
| **PROJECT NAME:** | **Precinct No. 1 – Catarina Subdivision Street & Drainage Improvements Project (TDRA Contract No. DRS010068)** |
| **PROJECT #:** | **6536-65-0311-5100-6510-UCP-EGG** |
| **PROJECT DESCRIPTION:** | **Street & Drainage Improvements: Martinez, Ford, Dunn & Maritza St.** |

Heinafter called the project, for the sum of **Four Hundred Seventy Two Thousand Three Hundred Ninety Five Dollars & Twenty Cents ($472,395.20),** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Sam Engineering & Surveying Inc. (SAMES)** entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days therafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 500.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: _____Sascon Inc. _____

Address: _____5200 N. 26th Ln. _____
_____McAllen, Tx 78504 ____

Fed. I.D. #/S.S. _____

**STATE OF TEXAS** '
'
**COUNTY OF HIDALGO** '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

**WITNESS:**

**URBAN COUNTY PROGRAM**

_____

_____
**Diana R. Serna**
**Urban County Director**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2011

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<br>Willis of Texas, Inc.<br>1400 N McColl Rd Suite 105<br>P O Drawer 3785<br>McAllen, TX 78502 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286<br>E-MAIL ADDRESS: |
| INSURED<br>Sascon Inc<br>5200 N 26th Lane<br>McAllen, TX 78504 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Wausau Insurance Company<br>INSURER B : Employers Insurance of Wausau 21415<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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 | | | YVVZ91446458031 | 07/24/2011 | 07/24/2012 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | CLAIMS MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | X BI/PD Ded:2,000 | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $1,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | ASJZ91446458021 | 07/24/2011 | 07/24/2012 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WCCZ91446458011 | 07/24/2011 | 07/24/2012 | WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Catarina Subdivision, Progresso, TX

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
1916 Tesoro Blvd
Pharr, TX 78577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian E. Davis

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BDELA

**AI-27694** **14. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Norma Longoria,WIC Director **Submitted By:** Margarita Gonzalez, WIC

**Department:** WIC

**CAPTION**

Approval of proclamation declaring the month of August 2011 as "World Breastfeeding Awareness Month" in the County of Hidalgo along with State of Texas.

**BACKGROUND**

BF Proclamation Letter

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact.

**Attachments**

Proclamation Letter

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/26/2011 08:04 AM |
| Erika Zamora | Erika Zamora | 07/28/2011 04:37 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:37 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Margarita Gonzalez Started On: 07/25/2011 02:21 PM

Final Approval Date: 07/29/2011

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

**PROCLAMATION**

**Proclaiming August 2011 as "World Breastfeeding Awareness Month" in the County of Hidalgo & the State of Texas**

**The Texas Department of State Health Services will join a worldwide campaign during the month of August to increase public awareness of the many benefits of breastfeeding. When it comes to breastfeeding, every single ounce counts towards the health of mom and the baby. That is why this year's Texas WIC Program World Breastfeeding Month theme is Every Ounce Counts: Supporting Moms beyond the First Weeks.**

**Texas is exceeding the Healthy People 2010 objective for 75% breastfeeding initiation rate, but is not on target to reach the objectives of 40% exclusively breastfeeding at 3 months, 17% exclusively breastfeeding at 6 months, 50% any breastfeeding at 6 months, or 25% any breastfeeding at 12 months. This indicates a great need to support breastfeeding women beyond the first few weeks to help them reach their personal breastfeeding goals.**

**Moms are faced with new challenges as their breastfed infants grow older. Helping breastfeeding moms overcome different challenges will help improve breastfeeding duration rates in our state. Often times, it is the compassion provided by family, friends, health care providers, and communities that supports a lasting duration of the breastfeeding relationship.**

**Resolved that Hidalgo County together with Texas Governor, Rick Perry designate August 2011 as Breastfeeding Awareness Month.**

**PASSED AND APPROVED BY THE COUNTY OF HIDALGO ON THIS THE 2nd DAY OF AUGUST, 2011, A.D.**

**ATTEST:** **COUNTY OF HIDALGO**

Arturo Guajardo Jr., County Clerk

Ramon Garcia, County Judge

**AI-27703** **14. B.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

**Department:** WIC

## CAPTION

WIC BF Peer Counselor Grant (1292):
1. Approval to create one (1) full-time Lactation Consultant position, slot 0034, grade level 14.
2. Approval to add the Lactation Consultant classification to the Hidalgo County position inventory.
2. Approval of revised salary schedule.

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1292-441-00-350-002-1-XX

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

**BUDGETARY IMPACT:**

Funds for proposed position and related fringe benefit expenditures have already been appropriated on 07/12/2011. (REF: AI-27361/ 10.A.)

## Attachments

PARs
Job Description
Fiscal Note
Revised salary schedule

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 08:00 AM |
| Sylvia Solis | Sylvia Solis | 07/29/2011 03:16 PM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 04:52 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Margarita Gonzalez Started On: 07/25/2011 05:12 PM

Final Approval Date: 07/29/2011

X

# HIDALGO COUNTY
## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:** WIC / 350 **DATE:** 9-26-11

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 0034

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)** Lactation Consultant

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:** (Grade 14/ Step 1)

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 50,487 (Proposed Budgeted Salary) $ 50,487.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

* Per Norma Longoria, Director 07.29.11 AM

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

need additional help with new grant for Baby Cafe and BF problems/counseling.

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

pl attached

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Norma L Longoria<br>DEPARTMENT HEAD | 7/26/11<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☒ YES | ☐ NO |
| 2. | E. A. Cortez /sfr<br>HUMAN RESOURCES DIRECTOR | 07.29.11<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/29/2011<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# LACTATION CONSULTANT

**GRADE: 14**

## GENERAL DESCRIPTION

Performs complex breastfeeding education. Provides education, assistance and support to breastfeeding mothers and their infants to attain a successful breastfeeding relationship. Responsible for training department staff. Assists in recruiting, training, and coordinating peer counselors. Employee has extensive latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Evaluates breastfeeding process between mothers and their infant, develops and implements a feeding plan based on the individual needs and goals of the breastfeeding mother/infant including evaluation of outcomes and appropriate follow-up

Provides consultation, support, counseling and educational classes for families experiencing routine and/or complex issues associates with lactation and breastfeeding

Certifies program participants following department's policies and procedures

Counsels participants with BF situations requiring special assistance

Assists with recruitment of eligible breastfeeding peer counselors

Conducts training following the department's training manuals

Provide in-service on breastfeeding to department staff and peer counselors as needed

Conducts home visits as needed

Acts as liaison for the department with other medical and community agencies

Establishes goals and objectives; develops and approves schedules, priorities, and standards for achieving goals; and directs evaluation activities.

Develops and implements techniques for evaluating program activities.

Plans, implements, coordinate, monitors, and evaluates policies and procedures.

Identifies areas of needed change, and makes recommendations to improve operations.

Provides technical guidance in the program area.

Plans, assigns, and supervises the work of others.

Performs other related duties as assigned.

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Graduation from an accredited four-year college or university with major course work in Nutrition, Public Health, or related field required. Certified by International Board Certified Lactation Consultant required. Previous experience providing lactation instruction and support preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual is preferred (English/Spanish)

### Certificates, Licenses, Registrations

Licensed Dietician and/or Registered with ADA preferred

Current Immunization Record and an annual Tuberculin test

Must possess a valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

### Knowledge, Skills, and Abilities

Ability to manage program activities; to establish goals and objectives; to devise solutions to administrative problems; to develop and evaluate administrative policies and procedures; to prepare reports; to communicate effectively; and to plan, assign, and supervise the work of others.

Ability to be organized, efficient and confidentiality

Knowledge of typical problems and constraints that the participants face when promoting breastfeeding

Organizational and interpersonal skills, written and oral communication skills

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

## PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to

walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, August 02, 2011 **Agenda Item:** 27703

**Summary of request/proposal:**
**WIC B/F PROGRAM (1292):**
**Approval to create the following full-time position:**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1292 | LACTATION CONSULTANT | 0034 | 113 | 0.00 | 50,487.00 (Grade 14, Step 1) | 50,487.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 0.00 | 50,487.00 | 50,487.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 1-1292-441-00-350-002-1- | 113 | WIC B/F PRG - | REG F/T EMPLOYEES | $21,165.70 |
| 1-1292-441-00-350-002-1- | 211 | WIC B/F PRG - | HEALTH INSURANCE | $1,509.23 |
| 1-1292-441-00-350-002-1- | 212 | WIC B/F PRG - | LIFE INSURANCE | $11.32 |
| 1-1292-441-00-350-002-1- | 220 | WIC B/F PRG - | FICA | $1,619.18 |
| 1-1292-441-00-350-002-1- | 230 | WIC B/F PRG - | RETIREMENT | $2,031.91 |
| 1-1292-441-00-350-002-1- | 250 | WIC B/F PRG - | UNEMPLOYMENT COMP | $105.83 |
| 1-1292-441-00-350-002-1- | 260 | WIC B/F PRG - | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2011 Budgetary Impact | $26,443.17 |

**2012 Budgetary Impact:** **$63,075.45**

**Possible Funding Sources:** **WITHIN DEPT BUDGET.**

**Comments:**

| |
|---|
| FUNDS WERE APPROPRIATED & APPROVED BY CC ON 07/12/2011. (REFER TO AI-27361/ 10.A.) |
| |
| |
| |

**Hidalgo Co. Budget Office**
**2/3/2005**

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1292-441-00-350-002-1**

**AI - 27703**

**WIC B/F PRG**

| 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 | PEER COUNSELOR II | 4 | 2 | 24,203.00 | 24,348.00 | 24,348.00 | 420.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,768.00 |
| 0002 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0003 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0004 | 113 | PEER COUNSELOR II | 4 | 2 | 24,203.00 | 24,203.00 | 24,203.00 | 660.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,863.00 |
| 0005 | 113 | PEER COUNSELOR II | 4 | 2 | 24,203.00 | 24,211.00 | 24,211.00 | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,571.00 |
| 0006 | 113 | PEER COUNSELOR I | 2 | 2 | 20,751.00 | 20,751.00 | 20,751.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,751.00 |
| 0007 | 113 | PEER COUNSELOR II | 4 | 1 | 23,385.00 | 23,385.00 | 23,385.00 | 300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,685.00 |
| 0008 | 113 | PEER COUNSELOR II | 4 | 1 | 23,385.00 | 23,385.00 | 23,385.00 | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,745.00 |
| 0009 | 113 | PEER COUNSELOR II | 4 | 2 | 24,203.00 | 24,203.00 | 24,203.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,203.00 |
| 0010 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0011 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0012 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0013 | 113 | PEER COUNSELOR I | 2 | 3 | 21,453.00 | 21,640.00 | 21,640.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,640.00 |
| 0014 | 113 | PEER COUNSELOR I | 2 | 3 | 21,453.00 | 21,453.00 | 21,640.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,640.00 |
| 0015 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0016 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0017 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0018 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0019 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0020 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0021 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0022 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0023 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0024 | 113 | PEER COUNSELOR I | 2 | 1 | 20,049.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0025 | 113 | COMMUNITY PEER COUNSELOR | 5 | 1 | 25,256.00 | 25,256.00 | 25,256.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,256.00 |

# HIDALGO COUNTY
*COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1292-441-00-350-002-1**

**AI - 27703**

**WIC B/F PRG**

| 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 | |
| 0026 | 113 | COMMUNITY PEER COUNSELOR | 5 | 1 | 25,256.00 | 25,256.00 | 25,256.00 | 480.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,736.00 |
| 0027 | 113 | COMMUNITY PEER COUNSELOR | 5 | 1 | 25,256.00 | 25,256.00 | 25,256.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,256.00 |
| 0028 | 113 | PEER COUNSELOR MANAGER | 6 | 1 | 27,276.00 | 27,276.00 | 27,276.00 | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,636.00 |
| 0029 | 113 | ASSISTANT BREASTFEEDING COORDINATOR | 13 | 2 | 48,383.00 | 48,383.00 | 48,383.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 48,383.00 |
| 0030 | 113 | PEER COUNSELOR II | 4 | 2 | 24,203.00 | 24,203.00 | 24,203.00 | 600.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,803.00 |
| 0031 | 113 | COMMUNITY PEER COUNSELOR | 5 | 2 | 26,140.00 | 26,140.00 | 26,140.00 | 300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 26,440.00 |
| 0032 | 113 | PEER COUNSELOR I | 2 | 0 | 19,047.00 | 19,047.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0033 | 113 | COMMUNITY PEER COUNSELOR | 5 | 0 | 23,993.00 | 23,993.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | **CREATE THE FOLLOWING:** ↓ | | | | | | | | | | | |
| **0034** | **113** | **LACTATION CONSULTANT** | **14** | **1** | **50,487.00** | **50,487.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| | | | | | 803,271.00 | 803,611.00 | 710,271.00 | 3,840.00 | 0.00 | 0.00 | 0.00 | 0.00 | 714,111.00 |

Approval to create the above highlighted full-time position.
Personnel action pending CC approval.

**AI-27806** **15. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Department:** RIGHT OF WAY DEPT.

**CAPTION**

Authorization for consideration, action and/or approval of Order Closing, Abandoning & Vacating 0.32 acres of Roadway being an alternate portion of Old La Blanca Road, A County road located more or less between lots 70 and 83 of 2nd Amended Map of Donna Heights North Subdivision, Hidalgo County, Texas, as per map recorded in Volume 24 Page 82-B Map Records of Hidalgo County, Texas.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary Impact

**Attachments**

Order

A 1 of 2

A 2 of 2

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 04:06 PM |
| Olga Garza | Olga Garza | 07/28/2011 04:55 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 04:10 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Sandra Garcia Started On: 07/28/2011 02:52 PM

Final Approval Date: 07/29/2011

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

**ORDER CLOSING, ABANDONING VACATING 0.32 ACRES OF ROADWAY BEING AN ALTERNATE PORTION OF OLD** LA BLANCA **ROAD, A COUNTY ROAD**

**WHEREAS**, the Commissioners Court of Hidalgo County, on the _____ day of _____, 2011, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating a 0.32 acre tract of land more or less located between Lots 70 and 83 of 2nd Amended Map of Donna Heights North Subdivision, Hidalgo County, Texas, as per map recorded in Volume 24, Page 82-8 Map Records of Hidalgo County, Texas said .32 acre tract of land being part of a 40 foot county road known as the curved portion of Old La Blanca Road (the "Curved Road") and is being more particularly described by metes and bounds attached hereto as Exhibit "A" and made a part hereof.

**WHEREAS**, the Commissioners Court has determined there exists two routes of Old La Blanca Road, the Curved Road and a right angle portion of Old La Blanca Road; and

**WHEREAS**, both routes of Old La Blanca Road serve the same area, there exists safety concerns with the Curved Road and closing, abandoning and vacating the Curved Road will not leave any real property with lack of access to Old La Blanca Road.

**NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED** that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Curved Road as described in Exhibit "A".

**BE IT FURTHER ORDERED** that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public Curved Road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the portion of the Curved Road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owner of the abutting property.

**WHEREUPON**, Commissioner _____ moved for the adoption of said Order, said Motion being seconded by Commissioner _____ and duly adopted by all members of the Court present voting "aye".

**READ, PASSED, APPROVED AND ORDERED** this ____ day of _____, 2011.

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

# TRACT – I
# METES AND BOUNDS DESCRIPTION

BEING A 0.32 ACRE (OR 13,829 SQUARE FEET) TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF THE CERTAIN CURVED PORTION OF OLD LA BLANCA ROAD RIGHT–OF–WAY LOCATED BETWEEN LOTS 70 AND 83, 2ND. AMENDED MAP OF DONNA HEIGHTS NORTH SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 82–B, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.32 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 83 LOCATED AT THE INTERSECTION OF THE NORTH/SOUTH SECTION OF OLD LA BLANCA ROAD AND MILE 10 NORTH ROAD; THENCE, AS FOLLOWS:

NORTH 81 DEGREES 19 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 83 SAME BEING THE NORTH RIGHT–OF–WAY LINE OF MILE 10 NORTH ROAD, A DISTANCE OF 183.72 FEET [182.02 FEET] TO A POINT ON A CURVE TO LEFT WHOSE RADIUS IS 320.0 FEET AND FURTHER BEING LOCATED ON THE SOUTHWEST CORNER OF SAID LOT 83 AND ON INTERSECTION WITH THE SOUTH RIGHT–OF–WAY OF SAID CURVED PORTION OF OLD LA BLANCA ROAD; THENCE,

WITH SAID CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION, AN ARC LENGTH DISTANCE OF 19.61 FEET TO A POINT FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 81 DEGREES 19 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 83, A DISTANCE OF 128.42 FEET TO A POINT WITHIN THE RIGHT–OF–WAY OF SAID MILE 10 NORTH ROAD FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

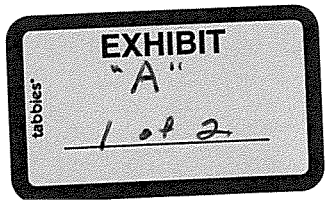
(2) THENCE, NORTH 00 DEGREES 19 MINUTES EAST, A DISTANCE OF 3.53 FEET TO A POINT ON A CURVE TO THE LEFT WHOSE RADIUS IS 270.0 FEET TO A POINT ON INTERSECTION WITH THE NORTH RIGHT–OF–WAY LINE OF SAID OLD LA BLANCA ROAD FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

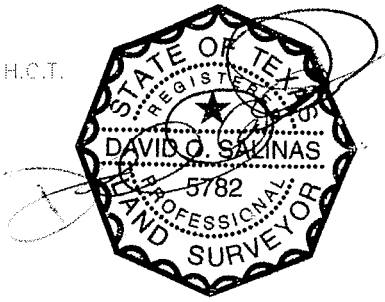
(3) THENCE, WITH SAID CURVE TO THE LEFT IN A NORTHEASTER DIRECTION BEING COINCIDENT WITH THE SOUTH LINE OF SAID LOT 70 AND THE NORTH RIGHT–OF–WAY LINE OF SAID OLD LA BLANCA ROAD, AN ARC LENGTH DISTANCE OF 424.12 FEET TO A POINT AT THE END OF THIS CURVE ON AN EASTERN CORNER OF SAID LOT 70 AND ON INTERSECTION WITH THE WEST RIGHT–OF–WAY LINE OF A NORTH/SOUTH SECTION OF OLD LA BLANCA ROAD FOR THE NORTHEASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, SOUTH 00 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 171.76 FEET TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS IS 320.0 FEET AND LOCATED ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 83 SAME BEING LOCATED ON INTERSECTION WITH THE SOUTH RIGHT–OF–WAY OF SAID LA BLANCA ROAD BETWEEN SAID LOTS 70 AND 83 FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

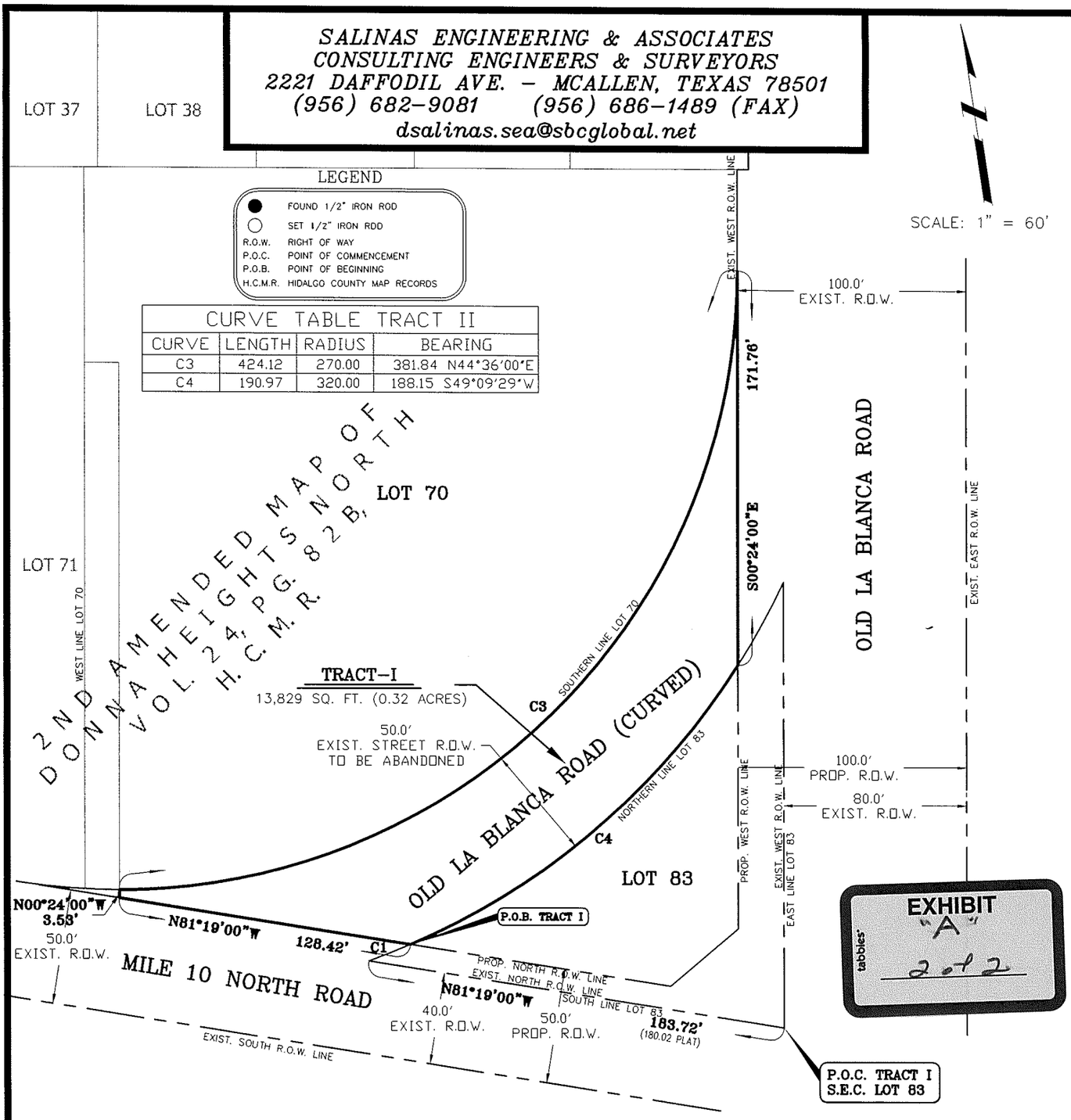
(5) THENCE, WITH SAID CURVE TO THE RIGHT IN A SOUTHWESTERN DIRECTION COINCIDENT WITH THE NORTH LINE OF SAID LOT 83 AND THE SOUTH RIGHT–OF–WAY LINE OF SAID OLD LA BLANCA ROAD, AN ARC LENGTH DISTANCE OF 190.97 FEET TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: RECORDED PLAT OF SAID 2ND. AMENDED MAP OF DONNA HEIGHTS NORTH, H.C.T.
[ ] RECORDED MAP DISTANCE.
N:\M&B.2009\0.32.2009



*SALINAS ENGINEERING & ASSOCIATES*
*CONSULTING ENGINEERS & SURVEYORS*
*2221 DAFFODIL AVE. – MCALLEN, TEXAS 78501*
*(956) 682-9081 (956) 686-1489 (FAX)*
*dsalinas.sea@sbcglobal.net*




| CURVE TABLE TRACT II | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | BEARING |
| C3 | 424.12 | 270.00 | 381.84 N44°36'00"E |
| C4 | 190.97 | 320.00 | 188.15 S49°09'29"W |

***GENERAL PLAT NOTES:***

1. Bearing Bosis: Recorded plot of **2nd Amended Map of Donna Heights North**, Hidalgo County, Texas.
2. **This survey was prepared without the benefit of a title policy.** The reseorch of any easements is not within the scope of this boundary/improvement survey. Any easement shown herein were taken directly from the plat of record.
3. There are no discrepancies, conflicts, excesses or shortages in area, encroachments or any overlopping improvements except as shown or noted hereon.
4. The surveyor has made no attempt to locate or define wetlands, hazordous waste areas, habitats, endangered species or any other environmentally sensitive areas on the tract of land shown hereon; Nor does this survey make any representations of being an environmental assessment of the tract of land shown hereon.
5. The surveyor hos made no attempt to locate or define archeological sites, historical sites or undocumented cemeteries on the tract of land shown hereon; Nor does this survey make any representations of being an archeological or historical survey of the tract of land shown hereon.
6. The surveyor has made no attempt to locate abandoned, or plugged oil and gas wells, or any other wells on the tract of land shown hereon; Nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other State agency; Nor has the surveyor investigated any mineral or royalty interests in the tract of land shown hereon.
7. If this survey does not bear an original seal and signature it is INVALID as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.

This is to certify that I have, this date, made a careful and accurate standard land survey on the ground of property which is located at AS SHOWN ABOVE in HIDALGO COUNTY, Texas, described as follows: BEING A 0.32 ACRE (OR 13,829 SQUARE FEET) TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF THE CERTAIN CURVED PORTION OF OLD LA BLANCA ROAD RIGHT-OF-WAY LOCATED BETWEEN LOTS 70 AND 83, (SEE EXHIBIT "A" FOR METES AND BOUNDS DESCRIPTION) Lot –, Block –, of 2ND AMENDED MAP OF DONNA HEIGHTS NORTH, HIDALGO CO., Texas, according to the plat recorded in Volume 24, Page 82-B, of the MAP Records of Hidalgo County, Texas. I further certify that this property lies in Zone "C" as per FIRM (Flood Insurance Rate Map) dated NOV. 16, 1982 Community Panel No. 480334 0425 C.

F.J.R.
DRN. BY

MARCH 24, 2009
DATE

S-09-22177-B
JOB NO.

STATE OF TEXAS
REGISTERED
DAVID O. SALINAS
5782
PROFESSIONAL
LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782

**AI-27706** **15. B.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Department:** RIGHT OF WAY DEPT.

## CAPTION

Consideration and approval of payment of a certain tract of land described as Parcel # 3 Tower Road Improvement Project - Margaret M. Jones Ward Living Trust.

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-122-049-0-71

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

**BUDGETARY IMPACT:**

Available funds as of 07/27/11.

## Attachments

attachment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/26/2011 11:27 AM |
| Olga Garza | Olga Garza | 07/27/2011 11:37 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:46 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Sandra Garcia Started On: 07/26/2011 09:15 AM

Final Approval Date: 07/29/2011

# MEMO

TO: Commissioner's Court

From: Lupe Rodriguez
Right of Way Agent

Date: June 10, 2011

Re: Tower Road Improvements (Parcel 3)

---

Attached, please find a letter from the Margaret M. Jones Living Trust, Trustees on the above-mentioned project

| | | |
|---|---|---|
| Appraised Value | $ | 330.00 |
| Counter Offer requested | $ | 500.00 |
| Difference | $ | 170.00 |

Approved: _____
Not Approved: _____
Date: 6/14/11

**Margaret M. Jones Ward Living Trust**

**Sandra Propst**

**& Ward Skinner, Trustees**

**3009 Karen Lane**

**Edinburg, Texas 78539**

June 8, 2011

Hidalgo County Right of Way Department

Attention: Lupe Rodriguez

2401 N. Moorefield Road

Mission, TX 78572

Dear Mr. Rodriguez,

My brother, Ward Skinner, and I would like to counter the county's offer with an offer of $500 for the .01 acres on the southeast corner of Tower Road and Minnesota Road in Alamo. This is for the county's Tower Road improvements Project, Parcel 3.

The closest comparables used by the appraiser is over north of San Juan. Our property is and has been farmed, with the exception of 2 acres used as home sites, one is presently used and is located on the corner you wish to purchase for right of way, while the other is standing vacant.

Thank you for your consideration. We await your reply.

Sincerely,

Trustees for Margaret Maurine Jones Ward Living Trust

Sandra Propst 956/212-1999

Ward Skinner 956/956/821-3735

Form ROW-A-6
Rev. 7/2004
GSD-EPC

# REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

**Address of Property:** Located on the SEC of Tower Road and Minnesota Road, Hidalgo County Texas.
**District:** NA
**Property Owner:** Margaret Maurine Jones Ward Living Trust
**ROW CSJ:** NA
**Address of Property Owner:** 3009 Karen Lane, Edinburg, Texas 78539
**Parcel:** 3
**Occupant's Name:** N/A
**Federal Project No:** N/A
**Whole:** ☐ **Partial:** ☒ **Acquisition**
**Highway:** Tower Road
**County:** Hidalgo

## Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

## Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

## Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $330.00 as of March 11, 2011, based upon my independent appraisal and the exercise of my professional judgment; on March 11, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Margaret Maurine Jones Ward Living Trust, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on March 11, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No.2, or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

May 18, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

## Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

## Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No.2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion of Tower Road with the project limits: Being an area of land located along Tower Road, between Minnesota Road and Owassa Road, from, in Hidalgo County, Texas.

The intended use of the report is to assist Mr. Guadalupe "Lupe" Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No.2, and may include other governmental entities which may be participating in the project. Lupe Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Rodriguez has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

## Scope of the Assignment

By work order dated February 16, 2011 on behalf of Hidalgo County Precinct No.2, Lupe Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 130 E. Park Avenue, Pharr Texas 78577. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza Lic. No. 1338051 who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Tower Road and the surrounding market area was also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way.

**Purpose of the Appraisal Report**

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No.2, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

**Property Rights Appraised**

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 for further explanation.

**Accessibility To Subject Property**

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 28, 2011. A copy of the certified letter is located within the addenda of this report. Sandra Propst responded to the questionnaire and indicated that this appraiser had permission to inspect the subject property.

Contact information is as follows: Sandra Propst (H) 956-383-5050 / (C) 956-212-1999
Ward Skinner (H) 956-580-9610 / (C) 956-821-3735
3009 Karen Lane, Edinburg, Texas 78539

The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

**Analysis of Subject As A Whole**

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the northwest corner of Tower Road and Minnesota Road, in Hidalgo County. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

**Economic Unit Analysis**

The subject property shall be analyzed based on a 1.00 acre tract of land of which is the determined economic unit of the subject property. This economic unit shall be considered the hard corner of Minnesota Road and Tower Road. The parent tract is indicated to be 60.00 acre tract of land as per questionnaire respond by Sandra Propst. The comparable sales used for the analysis of the economic unit and the partial acquisition indicated a range of economic units of 2.94 acres to 10.00 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the part to be acquired.

**Part To Be Acquired**

The proposed acquisition is comprised of fee land in which the total area to be acquired is 0.236 acres of which approximately 0.226 acres lies within existing road right-of-way. The net land area to be acquired is 0.010 acres. The proposed acquisition has approximately 30' lineal feet of frontage along the southern side of Minnesota Road and 30' lineal feet of frontage along the east side of Tower Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential development use tract of land, which is based on the local market trends along Minnesota Road and Tower Road. This highest and best use is further explained on page 3.2 of this report.

| | | |
|---|---|---|
| **To Be Acquired (Net)** | **0.010** | **Acres** |
| | **436** | **Square Feet** |

**Legal Description: Part To Be Acquired**

A 0.236 acre tract of land out of a one (1) acre of land on the northwest corner of lot II, Block 49, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

**Remainder Before and After Acquisition**

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

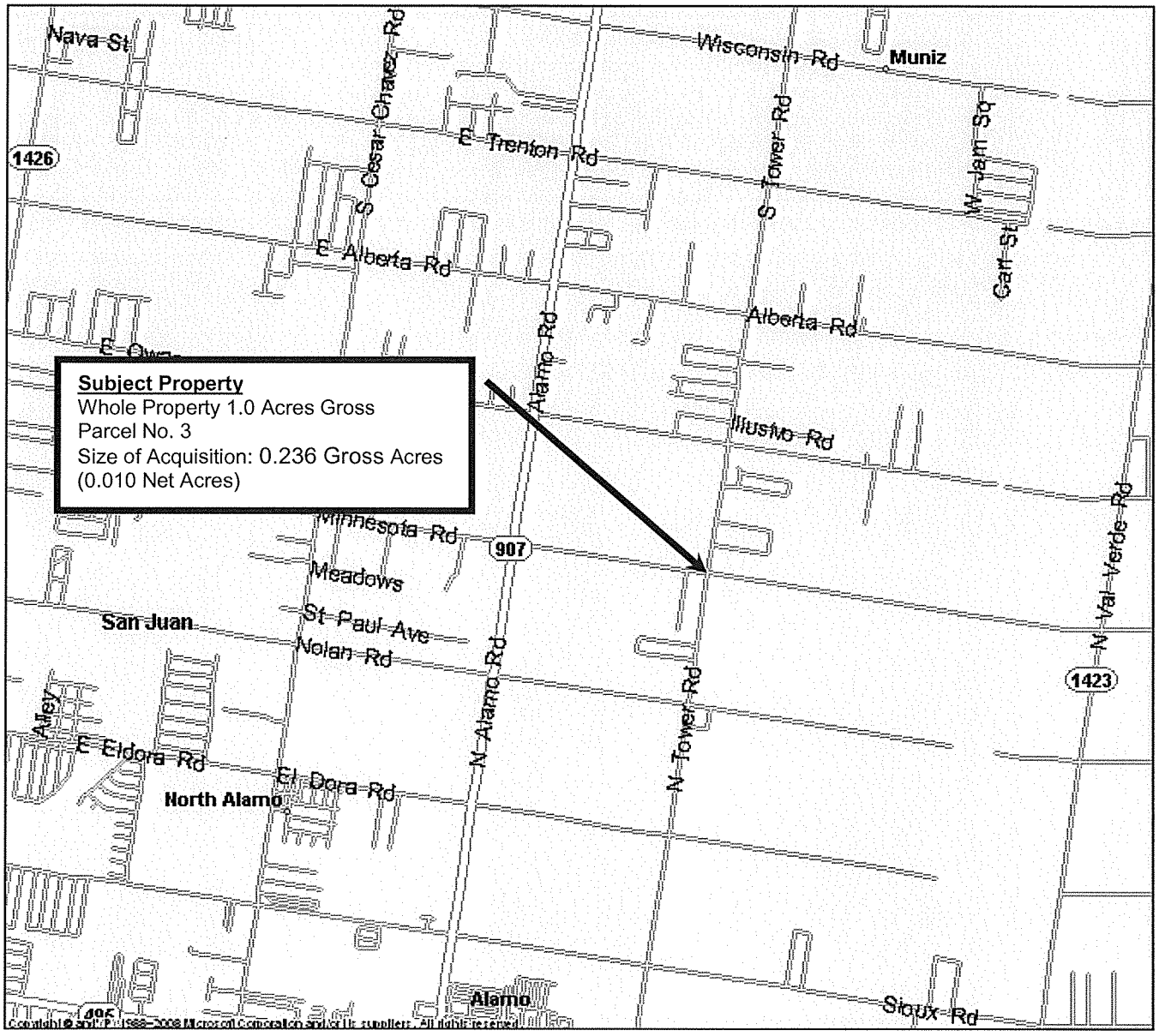
**Property Tax Information**

The Hidalgo County Appraisal District is located at 4405 S. Professional Dr., Edinburg, Texas and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership of Margaret M Ward Living Trust. This was found under the tax account 112998 of which contains the subject property is current assessed at $35,836. The land portion of the assessment is indicated to be $12,000 for 1.0 acres which equates to $12,000 per acre. The property taxes for the subject appear to be current; however, further research with the Hidalgo tax office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

**General Site Assessment**

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

# LOCATION MAP OF SUBJECT PROPERTY




Microsoft® MapPoint 2006 (13.00.15.2800)

# AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

*Google Earth*



# AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

*Google Earth (Closer View of Subject Property)*




NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY QUINTANILLA, HEADLEY, AND ASSOCIATES, INC. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

## FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

## EXHIBIT "A"

**COUNTY: HIDALGO**

**ENG10.101**
**January 17, 2011**
**Page 1 of 3**

**HIGHWAY: TOWER ROAD**

**PROJECT LIMITS: SOUTHEAST CORNER OF TOWER ROAD AND MINNESOTA ROAD INTERSECTION**

### FIELD NOTES FOR PARCEL-3

A 0.236 of an acre of land out of a 1.00 (1) acre of land on the Northwest corner of Lot 11, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 1.00-acre tract of land is vested to Margaret Maurine Jones Ward Living Trust from The Propst Family Limited Partnership, a Texas Limited Partnership by virtue of a General Warranty Deed, dated February 21, 2003, recorded in Document No. 1171416, Official Records of Hidalgo County, Texas. Said 0.236 of an acre of land being more particularly described by metes and bounds as follows;

**Beginning** at a cotton picker spindle found at the Northwest corner of Lot 11, Block 49, for the Northwest corner and **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 11, Block 49, a distance of 208.70 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land;

2. **THENCE,** South 08 degrees 31 minutes 51 seconds West, parallel to the West line of said Lot 11, Block 49, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the South Right of Way line of Minnesota Road for an exterior corner of this tract of land;

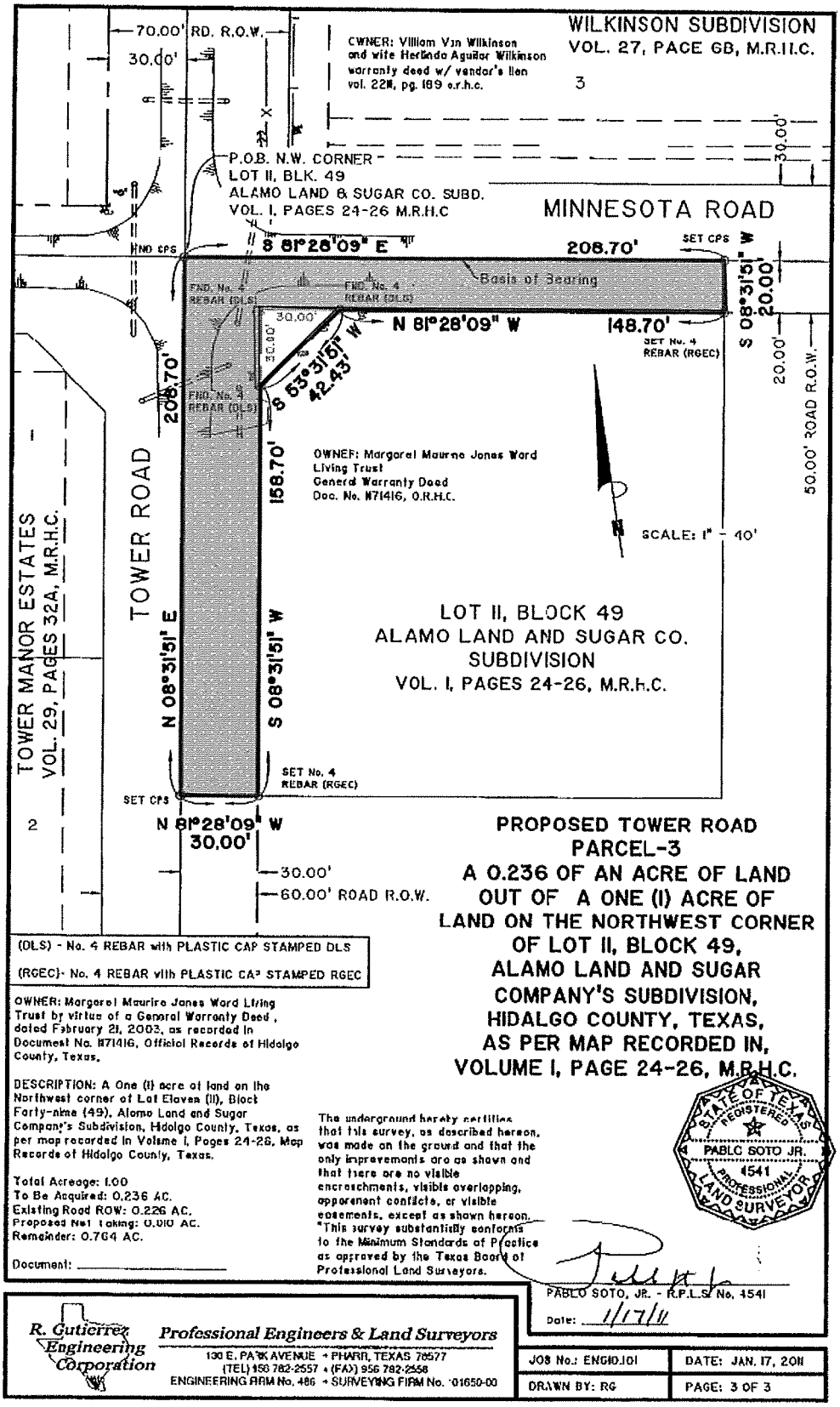
3. **THENCE,** North 81 degrees 28 minutes 09 seconds West, with the South Right of Way line of said Minnesota Road, a distance of 148.70 feet to a No. 4 rebar found (with a plastic cap stamped DLS) for an interior corner of this tract of land;

4. **THENCE,** South 53 degrees 31 minutes 51 seconds West, with a corner clip of Tower Road, a distance of 42.43 feet to a No. 4 rebar found (with a plastic cap stamped DLS) for an interior corner of this tract of land;

5. **THENCE,** South 08 degrees 31 minutes 51 seconds West, with the East Right of Way line of said Tower Road a distance of 158.70 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

6. **THENCE,** North 81 degrees 28 minutes 09 seconds West, parallel to the North line of said Lot 11, Block 49, a distance of 30.00 feet to a cotton picker spindle set at the West line of said Lot 11, Block 49 and for the Southwest corner of this tract of land;

# SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)




**Green Highlighted Area = Existing Road ROW / Yellow Highlighted Area = Part to be Acquired**

## PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: 3

Local Address: Located along the SEC of Tower Road and Minnesota Road.

Date Taken: March 11, 2011

Taken By: :Leonel Garza III

Point which taken: Photo 1: Tower Road ROW
Photo 2: Tower Road ROW

Looking: Photo 1: Eastern View
Photo 2: Northeastern View

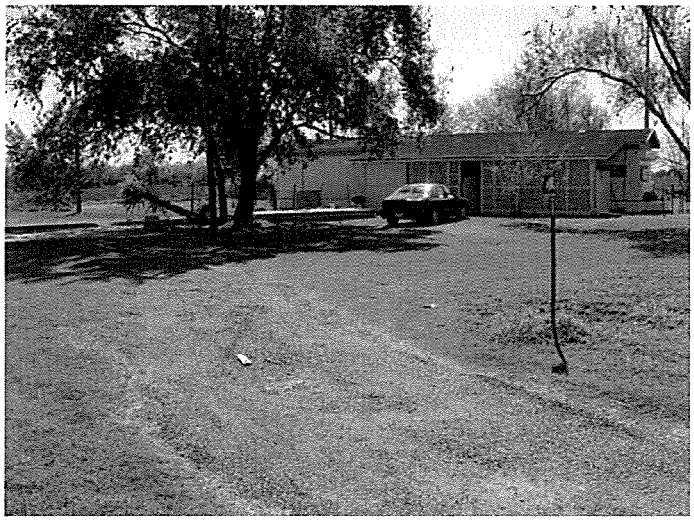


**Photo 1**
**Eastern view of the subject property.**



**Photo 2**
**Northeastern view of the part to be acquired.**

Point which taken: Photo 3: Minnesota Road ROW
Photo 4: Tower Road ROW

Looking: Photo 3: Southwestern View
Photo 4: Northern View

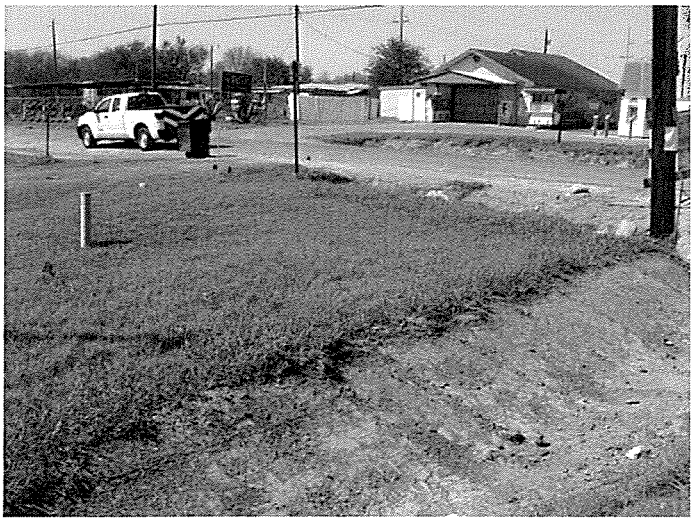


**Photo 3**
**Southwestern view of the part to be acquired.**

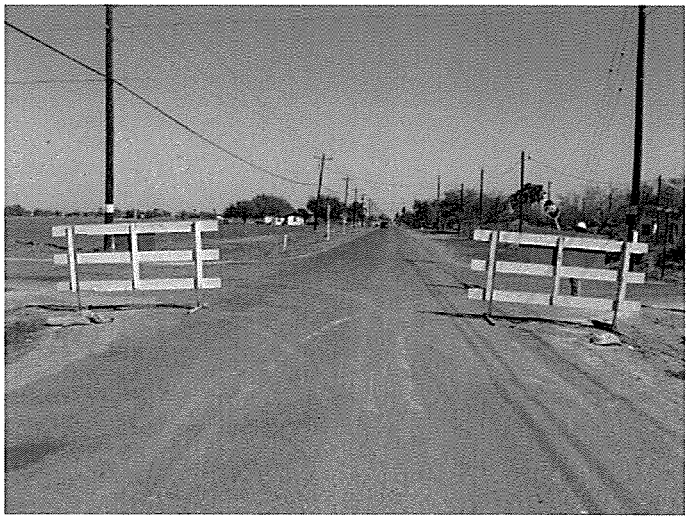


**Photo 4**
**Northern view of Tower Road**

**DESCRIPTION OF PROPERTY:**

The subject property, as a whole (hard corner), is a 1.00 acre tract of land of which the hard corner of Minnesota Road and Tower Road is currently utilized for a single family residence. The part to be acquired according to the survey provided by R. Gutierrez Engineering Corporation, dated January 14, 2011 is a total of 0.236 acre of which 0.226 acres lies within existing road right-of-way. The net land area to be acquired is 0.010 acres. The subject property is currently utilized for single family residential use by the placement of a mobile home located on-site. The residence shall not be affected by the proposed acquisition. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the County of Hidalgo.

**AREA OR NEIGHBORHOOD ANALYSIS:**

The subject neighborhood along Tower Road and Minnesota Road, is a mixture of single family homes, single family residential developments and agricultural uses. As per Dalia Zuniga from the planning and zoning department of the City of Alamo, indicated the subject area is located outside the city limits of Alamo but within the City of Alamo's Extra Territorial Jurisdiction (ETJ). Building restrictions in this area are set forth by the Hidalgo County Subdivision Advisory Board as the subject area is not located within a municipality. Tower Road in a north to south arterial road for the City of Alamo, with most the traffic located south of FM 495. Leonel Garza Jr. & Associates LLC has inspected the market area along Tower Road and Minnesota Road and has found that the market contains stable growth as traffic in the immediate area along Tower Road continues to increase.

## SITE ANALYSIS

**Five Year Sales History:**
During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from The Propst Family Limited Partnership to Margaret Maurine Jones Ward Living Trust on February 21, 2003 and recorded under Document No. 1171416 for an undisclosed consideration. A copy of the appraisal card is located in the Addenda of this report.

**Legal Description: (Whole Property)**
Being 1.0 gross acres of land out of the Northwest corner of Lot Elleven (11), Block Forty-Nine (49), Alamo Land and Sugar Compayn's Subdivsion, Hidalgo County Texas, as recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County Texas.

**Legal Description: (Part to be Acquired)**
A 0.236 of an acre of land out of a 1.00 (1) acre of land out of the Northwest corner of Lot Elleven (11), Block Forty-Nine (49), Alamo Land and Sugar Compayn's Subdivsion, Hidalgo County Texas, as recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County Texas.

**Improvements:**
During the off-site inspection of the subject property no building improvements were indicated within the part to be acquired. The subject remainder contains a mobile home with supporting site improvements. No damages are indicated for the remainder, however, any site improvements located within the proposed acquisition shall be itemized on page 5.0 of this report for purposes of determining compensation. These site improvements within the acquisition are valued based on their depreciated cost value. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation calculated. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

**Highest and Best Use Analysis:**
The subject's highest and best use as if vacant and as improved is indicated for residential development use. This type of use is concurrent with the recent trends located along Tower Road and Minnesota Road within Hidalgo County, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential development based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition.

## VALUATION OF PART TO BE ACQUIRED

### LAND VALUATION
### Representative Comparable Sales

| | Subject | Comp. No. 1 | Comp. No. 2 | Comp. No. 3 |
|---|---|---|---|---|
| Grantor | The Propst Family Limited Partnership | Ignacio Ruiz and Spouse, Herminia Ruiz | Jorge Villanueva and wife, Criselda Villanueva | Alamo Heights, LTD |
| Grantee | Margaret Maurine Jones Ward Living Trust | Juan F. Aguilar and Spouce, Diana M. Estrada | Rafael Solis Gonzalez | Propilusion Investments, LLC |
| Date | February 21, 2003 | May 17, 2010 | August 17, 2009 | June 14, 2010 |
| Sales Price | $ - | $ 100,000 | $ 90,000 | $ 150,000 |
| Unit Price | $ - / Ac | $ 25,641 / Ac | $ 30,612 / Ac | $ 15,000 / Ac |
| Conditions of Sale | Cash To Seller | Similar 0% | Similar 0% | Similar 0% |
| Market Conditions | Average | Similar 0% | Similar 0% | Similar 0% |
| Physical Characteristics | Typical of Market | Similar 0% | Similar 0% | Similar 0% |
| Relative Location | Average | Superior -5% | Superior -5% | Similar 0% |
| Lot Location | Corner Tract | Interior Tract 5% | Interior Tract 5% | Interior Tract 5% |
| Financing | Conventional | Similar 0% | Similar 0% | Similar 0% |
| Available Utilities | Water/ Electricity/ Phone | Similar 0% | Similar 0% | Similar 0% |
| Street Access / Frontage | Tower Road and Minnesota Road | Road, East of Cesar Chavez Road. 0% | Road, East of Cesar Chavez Road. 0% | Road, West of Cesar Chavez Road. 0% |
| Size of Tract (Acre) | 1.00 Acres | 3.90 Ac 15% | 2.94 Ac 10% | 10.00 Ac 40% |
| Net Adjustments | | Δ 15% | Δ 10% | Δ 45% |
| Indicated Unit Value | | $ 29,487 / Ac | $ 33,673 / Ac | $ 21,750 / Ac |

**Estimated Unit Value of Fee Simple Area** $ **33,000 / Acre**

**Estimated Value by Sales Comparison Approach** **(0.010 Acre x $33,000/Acre)** $ **330**
*(Includes Part To Be Acquired Only)*

# COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 3 Highway: Tower Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



| | | |
|---|---|---|
| **Grantor/Lessor:** Ignacio Ruiz and Spouse, Herminia Ruiz | **Grantee/Lessee:** Juan F. Aguilar and Spouse, Diana M. Estrada | |
| **Date:** May 17, 2010 | **Recording Information:** Doc# 2108792 | **Key Map:** N/A |
| **Address:** Located along the southern side of Wisconsin Road, East of Cesar Chavez Road, Hidalgo County, Texas. | | **Zip Code:** 78539 |
| **Legal Description:** A tract of land being the west 4.0 acres of the east 19.77 acres of the North 30.0 acres of Lot 9, Block 56, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas. | | |
| **Confirmed Price** $: 100,000 | **Verified with:** MLS # A128611 | |
| **Terms and Conditions of Sale:** Cash to Seller | | |
| **Rental Data:** N/A | | |
| **Land Size:** 3.90 Acres | **Unit Price as Vacant** $: 25,641 per acre | |
| **Type Street:** Asphalt Paved | **Utilities:** Water, Gas, Electric (Sewer Nearby) | |
| **Improvement(s) Description:** Single Family Residence (under construction) | | |
| **Improvement(s) Size:** N/A (GBA) N/A(NRA) | **Unit Price as Improved** $: N/A | |
| **Condition and Functional Design:** N/A | | |
| **Current Use:** Single Family Residence Use | **Highest & Best Use:** Single Family Residence Use | |
| **Date of Inspection:** February 21, 2011 | **Zoning:** N/A | **Flood Plain:** |

**Attach additional information as necessary.**

The subject property is a 3.90 acres rectangular shaped tract of land with approximately 176 lineal feet of frontage along Wisconsin Road. The property is currently being improved with a single family residence.

| | |
|---|---|
| **Appraiser:** Leonel Garza III | May 18, 2011 |
| (Typed, not signed) | Date |

# COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 3 Highway: Tower Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐




| | | |
|---|---|---|
| **Grantor/Lessor:** Jorge Villanueva and wife, Criselda Villanueva | **Grantee/Lessee:** Rafael Solis Gonzalez | |
| **Date:** August 17, 2009 | **Recording Information:** Doc # 2028091 | **Key Map:** N/A |
| **Address:** Located along the southern side of Wisconsin Road, East of Cesar Chavez Road, Hidalgo County, Texas. | | **Zip Code:**78542 |
| **Legal Description:** The west 3.00 acres of the east 15.77 acres of the north 30.00 acres of Lot 9, Block 56, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas. | | |
| **Confirmed Price** $: 90,000 | **Verified with:** MLS # A128811s | |
| **Terms and Conditions of Sale:** Cash to Seller | | |
| **Rental Data:** N/A | | |
| **Land Size:** 2.94 Acres | **Unit Price as Vacant** $: 30,612 per Acre | |
| **Type Street:** Asphalt Paved | **Utilities:** Water, Gas, Electric (Sewer Nearby) | |
| **Improvement(s) Description:** N/A | | |
| **Improvement(s) Size:** N/A (GBA) N/A(NRA) | **Unit Price as Improved** $: N/A | |
| **Condition and Functional Design:** N/A | | |
| **Current Use:** Vacant (at time of sale) | **Highest & Best Use:** Single Family Residential | |
| **Date of Inspection:** February 21, 2011 | **Zoning:** N/A | **Flood Plain:** N/A |

**Attach additional information as necessary.**

The subject property is a 2.94 acres rectangular shaped tract of land with approximately 132 lineal feet of frontage along Wisconsin Road. At the time prior to sale the subject property was operated as a nursery and has since been converted to a mixed use (commercial/residential use) property.

| | |
|---|---|
| **Appraiser:** Leonel Garza III | May 18, 2011 |
| (Typed, not signed) | Date |

# COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 3 Highway: Tower Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



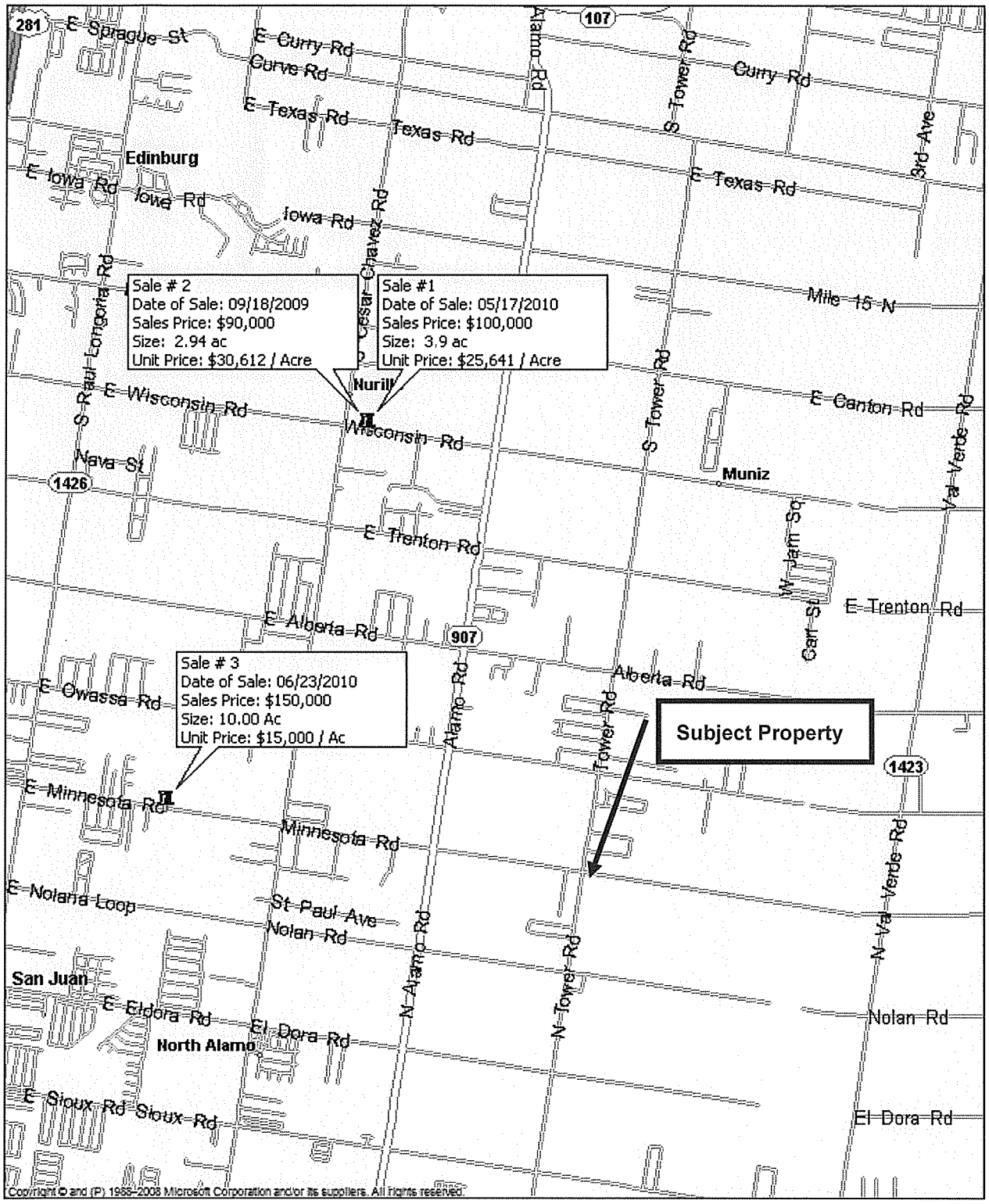
| | | |
|---|---|---|
| **Grantor/Lessor:** Alamo Heights, LTD | **Grantee/Lessee:** Propulsion Investments, LLC | |
| **Date:** June 14, 2010 | **Recording Information:** Doc # 2119853 | **Key Map:** N/A |
| **Address:** Located along the northern side of Minnesota Road, west of Cesar Chavez Road, San Juan, Texas | | **Zip Code:** 78589 |
| **Legal Description:** The east one-half ½ of Lot 7, Block 47, Alamo Land and Sugar Company Subdivision, hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24 and 26, Map Records, Hidalgo County, Texas. | | |
| **Confirmed Price** $: 150,000 | **Verified with:** MLS # A136426 | |
| **Terms and Conditions of Sale:** Cash to Seller | | |
| **Rental Data:** N/A | | |
| **Land Size:** 10.00 Acres | **Unit Price as Vacant** $: 15,000 per acre | |
| **Type Street:** Asphalt Paved | **Utilities:** Water, Sewer, Gas, Electric | |
| **Improvement(s) Description:** N/A | | |
| **Improvement(s) Size:** N/A (GBA) N/A(NRA) | **Unit Price as Improved** $: N/A | |
| **Condition and Functional Design:** N/A | | |
| **Current Use:** Vacant | **Highest & Best Use:** Single Family Residential Use | |
| **Date of Inspection:** February 21, 2011 | **Zoning:** N/A | **Flood Plain:** N/A |

**Attach additional information as necessary.**

The subject property is a vacant tract of land located along the northern side of Minnesota Road, east of Raul Longoria. The subject property is indicated to be the east half of Lot 7 an original 20.00 acre tract of land. The subject property dimensions are approximately ±330 lf x ±1,320 lf, with ±330 lineal feet of frontage along Minnesota Road.

| | |
|---|---|
| **Appraiser:** Leonel Garza III | May 18, 2011 |
| (Typed, not signed) | Date |

# COMPARABLE SALES MAP



**Explanation of Adjustments with Reconciliation:**

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along Tower Road and other similar and intersecting thoroughfares. Each of the sales utilized are located within Hidalgo County and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located along the southern frontage of Wisconsin Road, east of Cesar Chavez Road within the extraterritorial jurisdiction of the City of Edinburg, Texas. The property was purchased for $100,000 for 3.90 acres which equates to a unit rate of $25,641 per acre. The sale is located in an area superior to the subject as such an downward adjustment of -5% was indicated. The sale is an interior tract and as such, a +5% adjustment was indicated due to its inferior corner influence. Due to the sales similar financing, marketing conditions, physical characteristics, and access as compared to the subject property, no further adjustments for these items of comparison were indicated. A final adjustment was indicated for the difference in size requiring a final upward adjustment of +15% was indicated for the comparables larger overall size as compared to the subject. No further adjustments were required indicating a unit value for the subject property of $29,487 per acre.

Sale No. 2 is located along the southern frontage of Wisconsin Road, east of Cesar Chavez Road within the extraterritorial jurisdiction of the City of Edinburg, Texas. The property was purchased for $90,000 for 2.94 acres which equates to a unit rate of $30,612 per acre. The sale is located in an area superior to the subject as such an downward adjustment of -5% was indicated. The sale is an interior tract and as such, a +5% adjustment was indicated due to its inferior corner influence. Due to the sales similar financing, marketing conditions, physical characteristics, and access as compared to the subject property, no further adjustments for these items of comparison were indicated. A final adjustment was indicated for the difference in size requiring a final upward adjustment of +10% was indicated for the comparables larger overall size as compared to the subject. No further adjustments were required indicating a unit value for the subject property of $33,673 per acre.

Sale No. 3 is located at the along the northern frontage of Minnesota Road, west of Cesar Chavez Road in San Juan, Texas. The property was purchased for $150,000 for 10.00 acres which equates to a unit rate of $15,000 per acre. Due to the sales similar location, financing, marketing conditions, physical characteristics, and access as compared to the subject property, no adjustments for these items of comparison were indicated. The sale is an interior tract and as such, a +5% adjustment was indicated due to its inferior corner influence. A final adjustment of +40% adjustment was indicated for the difference in size. No other adjustments were required indicated a unit value for the subject property of $21,750 per acre.

Reviewing the comparable sales selected, an unadjusted range of market unit value of $15,000 per acre to $21,428 per acre is indicated. After applicable adjustments were made in a paired sales analysis of the comparables to the subject property, an adjusted range of unit market value of $21,750 per acre to $33,673 per acre was determined. Based on the subject property location along Tower Road and the recent sales located within the market area, a value near the upper end of the adjusted unit rate was selected for the subject property, $33,000 per acre.

## ESTIMATED VALUE OF ACQUISITION

| | | | | | | |
|---|---|---|---|---|---|---|
| **Land:** | **0.010 Acres** | **@** | **$** | **33,000 Per Acre** | **$** | **330** |

| | | |
|---|---|---|
| **Improvements:** | ***No Site Improvements Indicated*** | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | **Total Improvements** | $ - |

| | | |
|---|---|---|
| **TOTAL ESTIMATED VALUE** | $ | 330 |
| **Cost To Cure Damages** | $ | - |
| **Estimated Total Compensation** | $ | 330 |

# ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Title Report
8. Returned Questionnaire From Sandra Propst

# Certification of Appraisal

## I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (2010-2011 Edition).*
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Luis C. Garza, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates who provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

**Leonel Garza III**
**General Certified Real Estate Appraiser**
**License No. TX 1328375 - General**

**Luis C. Garza**
**General Certified Real Estate Appraiser**
**License No. TX – 1338051 – General**

# ASSUMPTIONS AND LIMITING CONDITIONS

## This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

## General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

## Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

# QUALIFICATIONS OF APPRAISER – LEONEL GARZA III

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. A company founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years upon his passing in 1998. Leonel Garza III continued the family business to this day, concentrating on general commercial properties and right-of-way acquisition projects for more than 10 years. The office of Leonel Garza Jr. & Associates LLC contains three (3) General Certified Appraisers in total and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

**Education**
Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

**Licenses**
State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2012 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
June 16, 2008 through June 16, 2011 (Active)

## Public Service Organizations

**Associate Member of the Appraisal Institute**
Currently taking courses toward the designation of MAI through the Appraisal Institute.

**National Association of Master Appraisers**
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

**Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)**

**Chairman of the Hidalgo County Subdivision Advisory Board**
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

**Chairman of the Hidalgo County Building Line of Adjustments**
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

**Vice Chairman of the City of McAllen Traffic Board**
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City . (Elected Vice Chairman 01/26/10)

**Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council**
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

**Former Vice Chairman of the City of McAllen Ambulance Advisory Committee**
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

**Former Member of the City of McAllen Building Board of Adjustments and Appeals**
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

**Former Member of the Pharr Municipal Park Charter Committee**
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

**Member of The McAllen Palm City Lions Club**
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

**Work Experience**
*Employee of Leonel Garza Jr. & Associates since 1990*
*State Certified General Real Estate Appraiser since December 31, 1998*
*Owner of G-3 Acquisitions which primary focus is custom commercial and multifamily residential construction and management.*
*Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.*
*Licensed Property Tax Consultant Since 2000.*
*Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.*

# Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

## Certified General Real Estate Appraiser

Number: TX 1328375 G

Issued: 12/13/2010 Expires: 12/31/2012

Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

# State of Texas

## Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

## LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742948770900
File/Vendor Number: 14984
Approval Date: 09-AUG-2010
Expiration Date: 09-AUG-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

# QUALIFICATIONS OF APPRAISER – LUIS C. GARZA

**Education**

- Graduate 2002 University of Texas Pan American, Edinburg, Texas
  Bachelor of Business Administration
- Graduate 1995 McAllen High School, McAllen, Texas

**Licenses Held**

- State Certified General Real Estate Appraiser
  Number TX – 1338051-General
  Licensed since July 28, 2008
  Expires: July 31, 2012 (Active)

**Public Service Organization**

- McAllen Palm City Lions Club
- Associate Member of the International Right of Way Association (IRWA) (Member # 78992)

**Work Experience**

- Employee of Leonel Garza Jr. and Associates since 2004

# TEXAS APPRAISER LICENSING AND CERTIFICATION BOARD

*BE IT KNOWN THAT*

## LUIS CARLOS GARZA

*HAVING PROVIDED SATISFACTORY EVIDENCE OF THE QUALIFICATIONS REQUIRED BY THE TEXAS APPRAISER LICENSING AND CERTIFICATION ACT,*

*TEXAS OCCUPATIONS CODE, CHAPTER 1103, IS AUTHORIZED TO USE THE TITLE*

## STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

**Number: TX-1338051-G**

**Date of Issue: July 12, 2010**

**Date of Expiration: July 31, 2012**

*In Witness Thereof*

James (Jamie) B. Ratliff, Chair

Douglas E. Oldmixon, Commissioner

James (Jamie) B. Ratliff, Chair
Walker R. Beard
Clinton P. Sayers

Mark A. McAnally, Vice Chair
MALACHI O. Boyuls
SHERYL R. Swift

Luis F. De La Garza, Jr., Secretary
Robert D. Davis, Jr.
Donna L. Walz

## CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email Address: leonel3@garza-associates.com

February 28, 2011

Parcel 3
Margaret M Ward Living Trust
3009 Karen Lane
Edinburg, Texas 78539-7702

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise various properties along Tower Road for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion and renovation of Tower Road. Attached is a survey of the property to be appraised. This office shall be inspecting the subject property from existing road right-of-way until verbal or written permission from you is granted to enter the subject property. We would like to extend the opportunity to meet with our office at your site at a later date in order to explain the project and the purpose of the appraisal report requested by Hidalgo County Precinct No. 2.

The Hidalgo County Precinct No. 2 is interested in acquiring said property believed to be in the name of Margaret M Ward Living Trust. This is the beginning process for future negotiations to acquire the all or a portion of the subject property. If you or your representatives wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be preformed.

If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

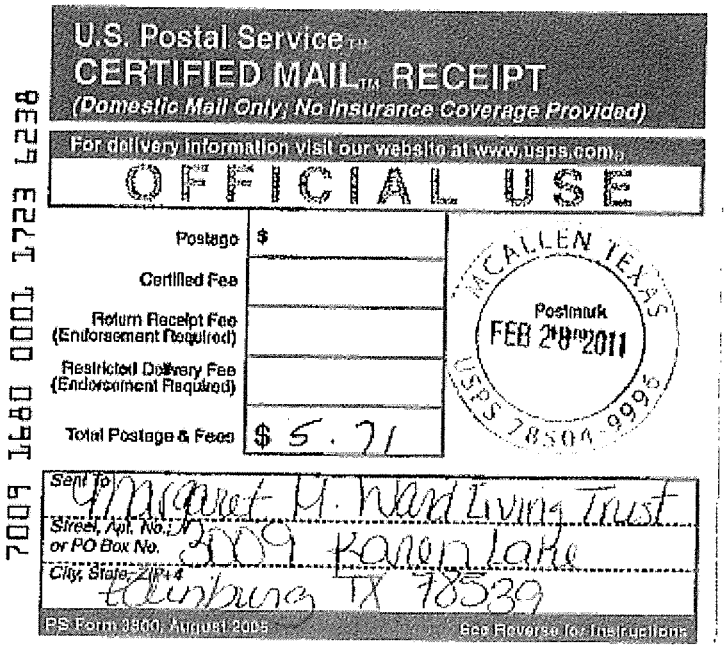
***With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.***

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Department
Lupe Rodriguez – Right-of-Way Agent
2401 N Moorefield Road, Mission, Texas 78572
(956) 283-8134

## CERTIFIED LETTER TRACKING INFORMATION



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

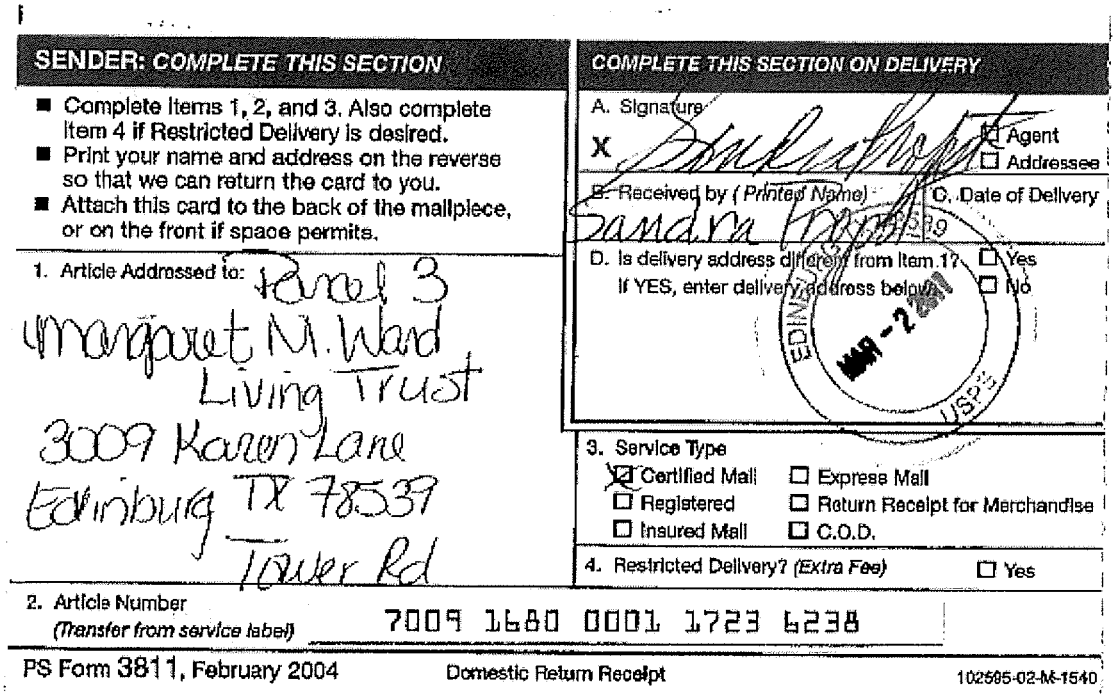
| | |
|---|---|
| Postage | $ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | $ 5.71 |

McALLEN TEXAS
Postmark
FEB 28 2011
USPS 78504 9998

7009 1680 0001 1723 6238

Sent To: Margaret M. Ward Living Trust
Street, Apt. No.; or PO Box No.: 3009 Karen Lane
City, State, ZIP+4: Edinburg TX 78539

PS Form 3800, August 2006 — See Reverse for Instructions



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: Parcel 3
Margaret M. Ward
Living Trust
3009 Karen Lane
Edinburg TX 78539
Tower Rd

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
Sandra [illegible]

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

EDINBURG TEXAS MAR -2 2011 USPS

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7009 1680 0001 1723 6238

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

# HIDALGO COUNTY APPRAISAL DISTRICT CARD

## Hidalgo CAD

**Property Search Results > 112998 WARD MARGARET M LIVING TRUST for Year 2010**

### Property

**Account**

| | | | |
|---|---|---|---|
| Property ID: | 112998 | Legal Description: | ALAMO LAND & SUGAR CO LOT 11 & W1/2 OF LOT 12 BLK 49 60AC |
| Geographic ID: | A1800-00-049-0011-00 | Agent Code: | |
| Type: | Real | | |

**Location**

| | | | |
|---|---|---|---|
| Address: | E MINNESOTA RD<br>TX | Mapsco: | |
| Neighborhood: | | Map ID: | |
| Neighborhood CD: | | | |

**Owner**

| | | | |
|---|---|---|---|
| Name: | WARD MARGARET M LIVING TRUST | Owner ID: | 515109 |
| Mailing Address: | 3009 KAREN LN<br>EDINBURG, TX 78539-7702 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

### Values

| | | | |
|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | |
| (+) Improvement Non-Homesite Value: | + | $0 | |
| (+) Land Homesite Value: | + | $0 | |
| (+) Land Non-Homesite Value: | + | $12,000 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation: | + | $708,000 | $23,836 |
| (+) Timber Market Valuation: | + | $0 | $0 |
| (=) Market Value: | = | $720,000 | |
| (–) Ag or Timber Use Value Reduction: | – | $684,164 | |
| (=) Appraised Value: | = | $35,836 | |
| (–) HS Cap: | – | $0 | |
| (=) Assessed Value: | = | $35,836 | |

### Taxing Jurisdiction

Owner: WARD MARGARET M LIVING TRUST
% Ownership: 100.0000000000%
Total Value: $720,000

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| CAD | APPRAISAL DISTRICT | 0.000000 | $35,836 | $35,836 | $0.00 |
| DR1 | DRAINAGE DISTRICT #1 | 0.072500 | $35,836 | $35,836 | $25.98 |
| FD4 | EMS DIST #04 | 0.024000 | $35,836 | $35,836 | $8.60 |
| GHD | HIDALGO COUNTY | 0.590000 | $35,836 | $35,836 | $211.43 |
| HCTIR | COUNTY - TRANSPORTATION REINVESTMENT ZONE | 0.000000 | $35,836 | $35,836 | $0.00 |
| JCC | SOUTH TEXAS COLLEGE | 0.149100 | $35,836 | $35,836 | $53.43 |
| R14 | ROAD DIST 14 | 0.000000 | $35,836 | $35,836 | $0.00 |
| SDN | DONNA ISD | 1.177900 | $35,836 | $35,836 | $422.11 |
| SST | SOUTH TEXAS SCHOOL | 0.049200 | $35,836 | $35,836 | $17.63 |
| | Total Tax Rate: | 2.062700 | | | |
| | | | | Taxes w/Current Exemptions: | $739.19 |
| | | | | Taxes w/o Exemptions: | $739.19 |

### Improvement / Building

**Improvement #1:** RESIDENTIAL **State Code:** E1 **Living Area:** sqft **Value:** $0

| Type | Description | Class CD | Exterior Wall | Year Built | SQFT |
|---|---|---|---|---|---|
| UTY | UTILITY ROOM | * | | | 560.0 |

### Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | AC | ACREAGE | 1.0000 | 43560.00 | 0.00 | 0.00 | $12,000 | $0 |
| 2 | H | 1WETFARM | 39.0000 | 1698840.00 | 0.00 | 0.00 | $468,000 | $15,756 |
| 3 | H | 1WETFARM | 20.0000 | 871200.00 | 0.00 | 0.00 | $240,000 | $8,080 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2011 | $0 | $720,000 | 23,836 | 35,836 | $0 | $35,836 |
| 2010 | $0 | $720,000 | 23,836 | 35,836 | $0 | $35,836 |
| 2009 | $0 | $720,000 | 24,721 | 36,721 | $0 | $36,721 |
| 2008 | $0 | $720,000 | 24,721 | 36,721 | $0 | $36,721 |
| 2007 | $150 | $440,000 | 23,541 | 32,191 | $0 | $32,191 |
| 2006 | $150 | $440,000 | 23,600 | 32,250 | $0 | $32,250 |
| 2005 | $150 | $440,000 | 23,836 | 32,486 | $0 | $32,486 |
| 2004 | $150 | $440,000 | 23,600 | 32,250 | $0 | $32,250 |
| 2003 | $150 | $392,000 | 23,541 | 30,991 | $0 | $30,991 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page |
|---|---|---|---|---|---|---|---|
| 1 | 2/25/2003 12:00:00 AM | GWD | GEN. W/D | PROPST FAMILY LI | WARD MARGARET | | |
| 2 | 12/7/2000 12:00:00 AM | SWD | SPEC. W/D | PROPST MICHAEL | PROPST FAMILY LI | | |
| 3 | | CONV | CONVERSION | Unknown | PROPST MICHAEL | | |

## Tax Due

Property Tax Information as of 02/21/2011

Amount Due if Paid on:

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|---|---|---|---|---|---|---|---|---|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (956) 381-8466**

Website version: 1.2.2.2

Database last updated on: 2/21/2011 5:14 AM

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Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

R. GUTIERREZ ENGINEERING CORPORATION
Pg. 2
Title Report No. 1171416

SUBJECT TO THE FOLLOWING:

Easements and reservations as may appear upon the recorded map of said subdivision recorded in **Volume 1, Pages 24, 25 & 26, Deed Records**, Hidalgo County, Texas.
**{See copy hereto attached}**

Subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

Statutory rights, rules, regulations, easements and liens in favor of **HIDALGO COUNTY IRRIGATION DISTRICT NO. 2**, pursuant to applicable sections of the Texas Water Code.
**{See copy of map hereto attached}**

**RIGHT-OF-WAY** reserved in favor of **LOUISIANA-RIO GRANDE CANAL COMPANY**, as set forth in instrument dated **March 1, 1911**, recorded in **Volume 19, Page 161, Deed Records**, Hidalgo County, Texas.
**{See copy hereto attached}**

**A twenty foot (20') Road Easement** along the **North side** of subject property as shown on plat recorded in **Volume 1, Pages 24, 25 & 26, Map Records**, Hidalgo County, Texas.
**{See copy hereto attached}**

**A thirty foot (30') Road Easement** along the **West side** of subject property as shown on plat recorded in **Volume 1, Pages 24, 25 & 26, Map Records**, Hidalgo County, Texas.
**{See copy hereto attached}**

**Easement,** dated **March 25, 1930**, recorded in **Volume 321, Page 588, Deed Records,** Hidalgo County, Texas, from **Cecil D. Ward** To: **CENTRAL POWER AND LIGHT COMPANY.**
**{See copy hereto attached}**

Visible and apparent easements across said property.

**SUBJECT TO THE FOLLOWING** liens filed against persons of the same or similar names as record title holder or predecessor in title:

NONE OF RECORD

**As of The 28th. Day of December 2010, at 5:00 o'clock P.M.**

# TITLE REPORT (Page 3 of 3)

R. GUTIERREZ ENGINEERING CORPORATION
Pg. 3
Title Report No. 1171416

**SOUTH TEXAS LAND INVESTIGATIONS**
315 East McIntyre Street, EDINBURG, TEXAS 78541
PHONE NO.: (956) 383-1656 FAX NO.: (956) 380-0428
E-MAIL.: george@landtitleusa.com

**JORGE A. LOPEZ/ Title Examiner**
[HUB CERTIFICATE NO. 2458135981700]

The undersigned certifies that this Title Report has been prepared with the same standard of care as would be used for the preparation and issuance of a Commitment of Title Insurance for the property. This Title Report is delivered with the understanding evidence by the acceptance hereof that (1) it is neither a guaranty, warranty nor opinion of title, and (2) any liability arising hereunder shall be limited to the cost of this Title Report.

# Leonel Garza Jr. & Associates LLC

*Appraisal Services Questionnaire – Tower Road Project*

February 28, 2011

**The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Precinct No. 2. If there are any questions or concerns, you can contact Leonel Garza III of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or by email at leonel3@garza-associates.com.**

1. **Parcel No.** 3
2. **Owner(s) of Record:** _____
3. **Who Is Authorized To Make Decisions For This Property?** Sandra Proost or Ward Skinner
4. **Contact Numbers:** Sandy – (H) 383-5050 or (C) 212-1999
   Ward – (H) 580-9610 or (C) 821-3735
5. **Mailing Address:** 3009 Karen Lane
   Edinburg, TX 78539
6. **Date of Purchase:** ?
7. **Original Purchase Price of Property:** ?
8. **Number of Acres (SF) Purchased:** 60
9. **Do You Have A Current Survey of The Subject Property?**
   ☒ Yes ☐ No
10. **Do You Have An Opinion of Value of Your Property?**
    ☐ Yes ☒ No
    **Explain** _____
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☒ No
    **Explain** _____
12. **Are There Any Leases and or Pending Subdivisions?**
    *(building leases, farming leases, re-platting, proposed subdivision ect.)*
    ☒ Yes ☐ No
    **Explain** Lease 58 acres to Karl Obst to farm; rent corner acre for a mobile home.)

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☐ Yes ☐ No

Explain _____

14. Comments, Concerns or Special Request: _____

_____

_____

_____

_____

_____

_____

_____

15. Does the Office of Leonel Garza Jr. & Associates LLC have permission to enter your property to photograph and measure any land and improvements which may be affected by the proposed acquisition?

☒ Yes ☐ No

Would you like to be with the Appraiser for an on-site inspection of the subject property?

☐ Yes ☒ No

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☒ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC.

Sandra Probst _____
Authorized Signature Date

Sandra Probst
Print Name

**AI-27803** **15. C.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Joe Pena, ROW **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

**CAPTION**

Approval to accept offer from Texas Department of Transportation for purchase of property located on FM 681 known as parcel 58 (from SH 107 to FM 681 N @ FM 2221)

**BACKGROUND**

**Attachments**

backup

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 11:26 AM |
| Olga Garza | Olga Garza | 07/28/2011 04:49 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:47 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Monica Badillo Started On: 07/28/2011 10:47 AM

Final Approval Date: 07/29/2011

L&G Engineering
Transportation Consultants

Date: July 21, 2011

County: Hidalgo
Federal Project No.: STP 1102(024)MM
ROW CSJ: 0669-01-052

Parcel: 58
Highway: FM 681
From: SH 107
To: Fm 681 N @ FM 2221

Hidalgo County
1615 S. Closner, Suite J
Edinburg, TX 78539
Attn: Judge Ramon Garcia

Dear Judge Garcia,

In acquiring property for the highway systems of Texas, the Texas Department of Transportation follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As explained by the State's negotiator, Joe A. Califa, your property located on FM 681 is to be acquired.

We believe at this stage of the purchase process it is mutually beneficial to confirm that based on an appraisal(s) made by an independent appraiser and an analysis by the appraisal review staff in this office, the State is authorized to offer you $37,256.00 for your property, which includes $37,256.00 for the property to be purchased and $0.00 for damages to your remaining property. This amount is the total amount of just compensation for the property, as determined in accordance with State law, less oil, gas and sulphur. Except for any utility easements that will be handled separately by the Department, you will be responsible for negotiating with any other parties who may own an interest in the land or improvements.

As stated above, the State has obtained an independent fee appraisal. If you wish to accept the offer based upon this appraisal, please contact your negotiator; toll free, at 1-866-585-1909 as soon as possible so the payment procedure to obtain your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter.

Please note that your right to submit an administrative settlement shall be forfeited if such a settlement request is not received within the 30 day time deadline.

In the event the condition of the property changes for any reason, the State shall have the right to withdraw this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. If you have any questions regarding the details as to the type of facility to be built or concerning the purchase transaction, please do not hesitate to ask your negotiator, Mr. Califa, to answer them.

Sincerely,

Luaha M. Gonzalez/Fernando Herrera, Jr.
Right of Way Administrators

Cc: Joe M. Flores, Hidalgo County Commissioner, Precinct 3
Jose N. Pena, Director, Hidalgo County Right of Way Department

# REAL ESTATE APPRAISAL REPORT
## TEXAS DEPARTMENT OF TRANSPORTATION

| | | |
|---|---|---|
| Address of Property: Located ±0.10 miles east of the southeast corner of Los Ebanos Road and Fm 681, Mission, Texas. | District: 21 | |
| Property Owner: Hidalgo County | ROW CSJ: 0669-01-052 | |
| Address of Property Owner: 100 E Cano 2nd Floor Edinburg TX 78539 | Parcel: 58 | |
| Occupant's Name: Vacant Land | Federal Project No: N/A | |
| Whole: ☐ Partial: ☒ Acquisition | Highway: FM 681 | County: Hidalgo |

### Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

### Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

### Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $37,256.00 as of May 11, 2011, based upon my independent appraisal and the exercise of my professional judgment; on May 11, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Hidalgo County , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on May 3, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Texas Department of Transportation, L&G Engineering Transportation Consultants or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

May 23, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

**Certificate of Appraisal**

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

**Client & Intended User**

The client for this report is identified as L&G Engineering Transportation Consultants, under the direction of Hidalgo County Precinct No. 3 Honorable Hidalgo County Commissioner Joe M, Flores and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of the existing road right-of-way of Farm to Market Road 681. The intended use of the report is to assist Luana Gonzalez, Co-Right-of-Way Administrator for L&G Engineering Transportation, for future negotiations of acquiring a portion of said property as fee simple in the name of the State of Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 3/2011. The intended user of the report is defined as L&G Engineering Transportation Consultants, and may include governmental entities which may be participating in the project. Luana Gonzalez shall be the project manager for this project under the direction of Texas Department of Transportation, Southern Region. Ms. Gonzalez has a local office located at 900 S. Stewart Road, Suite No. 9, Mission, Texas and can be contacted at (956) 585-1909.

**Scope of the Assignment**

By work order dated April 20, 2011 on behalf of the Texas Department of Transportation, Southern Region, L&G Engineering Transportation Consultants, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by CVQ Land Surveyors, LLC. located at 2104 North Ware Road, McAllen, Texas and engineered by Javier Hinojosa Engineering, consulting engineer located at 416 E. Dove Avenue, McAllen, Texas 78504.

Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. The office of Leonel Garza Jr. & Associates has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Creating Leonel Garza Jr. & Associates LLC, Leonel Garza III specialized in right-of-way acquisition field for over 13 years. Various right-of-way projects have been performed in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County.

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Farm to Market Road 681 were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

**Purpose of the Appraisal Report**

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through the Texas Department of Transportation Relocation Program. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

**Property Rights Appraised**

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

**Accessibility To Subject Property**

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of April 22, 2011. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

**Analysis of Subject As A Whole**

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southern frontage of Farm to Market Road 681. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

**Economic Unit Analysis**

The subject property shall be analyzed based on a 19.09 acre tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by CVQ Land Surveyors LLC dated July 13, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 1.00 acre to 3.088 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the part to be acquired.

**Part To Be Acquired**
The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.489 acres (21,289 square feet). The proposed acquisition has approximately 450.00' lineal feet of frontage along the southern side of FM 681. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a commercial use tract of land, which is based on the local market trends along FM 681 & FM 2221. This highest and best use is further explained on page 3.1 of this report.

| | | |
|---|---|---|
| **To Be Acquired** | **0.489** | **Acres** |
| | **21,289** | **Square Feet** |

**Legal Description: Part To Be Acquired**
A tract of land containing 0.489 acre (21,289 square feet), situated in Hidalgo County, Texas and also being part or portion of Lot 48-3, West Addition to Sharyland, recorded in Volume 1, Page 56, H.C.M.R. Hidalgo County, Texas.

**Remainder Before and After Acquisition**
The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

**Property Tax Data**
The property tax assessment was reviewed online and can also be accessed via www.hidalgoad.org. According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas. The subject property was indicated to be under the ownership of Hidalgo County. This was found under the tax account R723179.

| | |
|---|---|
| OWNER OF RECORD | HIDALGO COUNTY |
| PROPERTY TAX IDENTIFICATION NO. | R723179 |
| IMPROVEMENT VALUE | $0 |
| LAND VALUE | $305,440 |
| ASSESSED VALUE | $305,440 |
| EXEMPTIONS | NONE INDICATED |

**General Site Assessment Statement**
This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

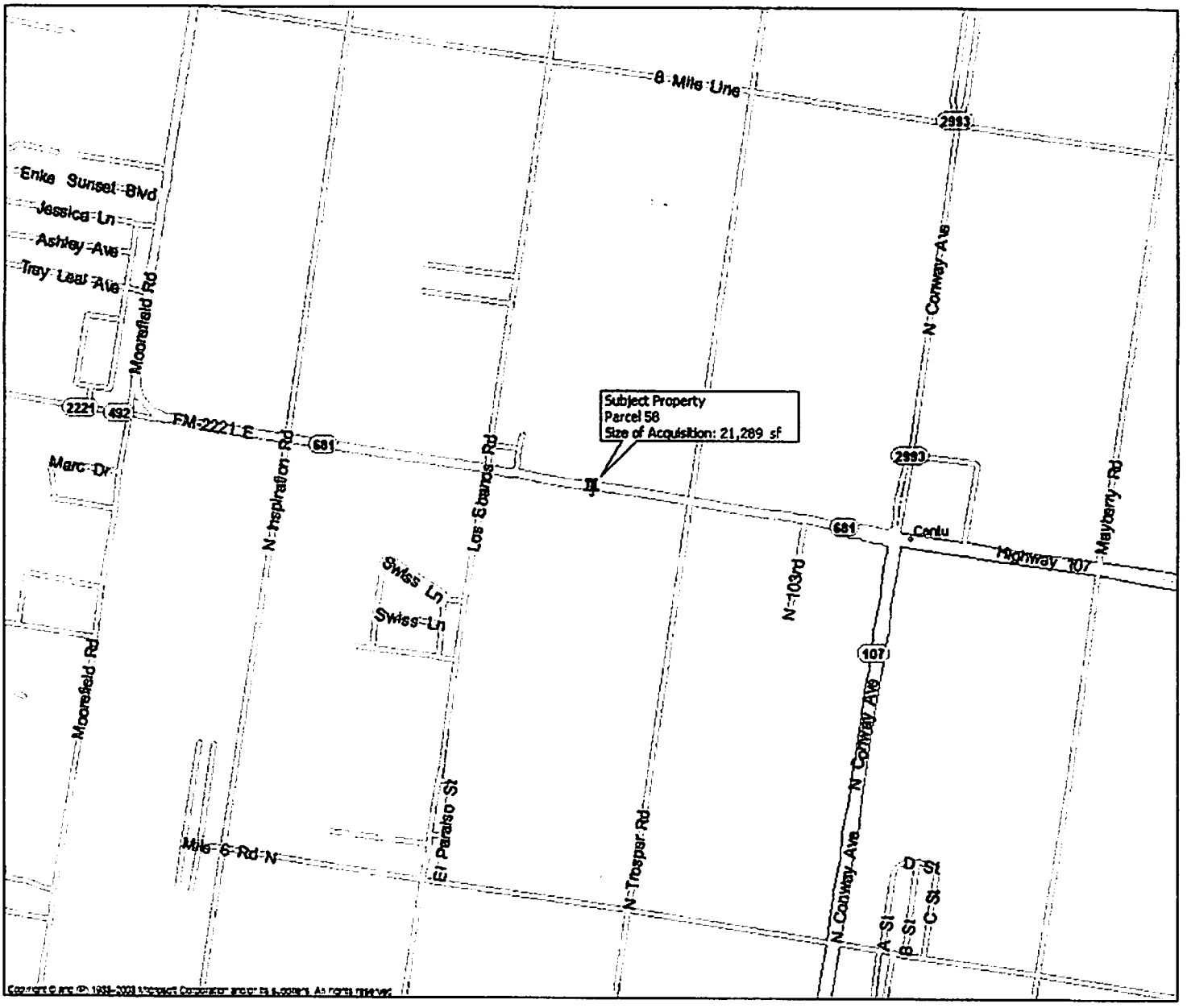
**Utility Services Available**
The subject property is located in a region, which contains, potable water, electricity, cable, and phone service, which is typical of the market area. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

**Identification of Personal Property**
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

**Current Listing Status**
Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

**Exposure Time**
Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

# LOCATION MAP OF SUBJECT PROPERTY




Microsoft® MapPoint 2006 (13.00.15.2800)

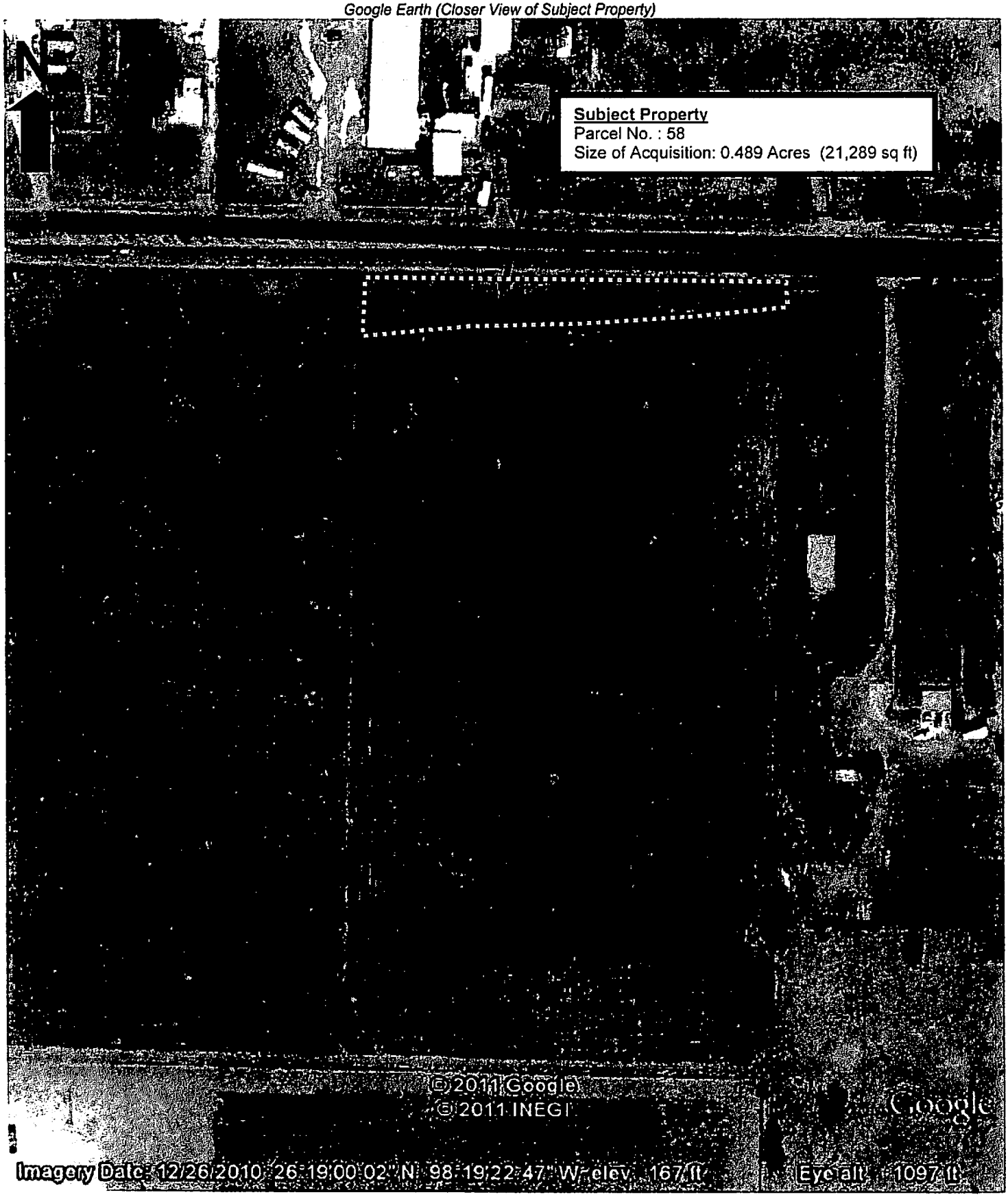
# AERIAL PHOTOGRAPH OF WHOLE PROPERTY

*Google Earth*



# AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

*Google Earth (Closer View of Subject Property)*




NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY CVQ LAND SURVEYORS LLC. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
CSJ: 0669-01-043

Parcel 58
Property Description

A tract of land containing 0.489 acre (21,289 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-3, WEST ADDITION TO SHARYLAND**, recorded in Volume 1, Page 56, H.C.M.R., and said 0.489 acre (21,289 square feet) also being a part or portion of a tract of land deeded to Hidalgo County, recorded in Document #1810864, H.C.D.R., and said 0.489 acre (21,289 square feet) also being more particularly described as follows;

**COMMENCING** on the southwest corner of said Hidalgo County tract;

**THENCE** N 08° 31' 53" E, along the West line of said Hidalgo County tract, a distance of 781.58 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1042192.76 and Y=16641447.45 All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** N 08° 31' 53" E, continuing along the West line of said Hidalog County tract, a distance of 63.43 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the South right-of-way line of said FM 681, for the northwest corner of this tract;

2. **THENCE** S 81° 28' 07" E, along the South right-of-way line of said FM 681, a distance of 450.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East line of said Hidalgo County tract, for the northeast corner of this tract;

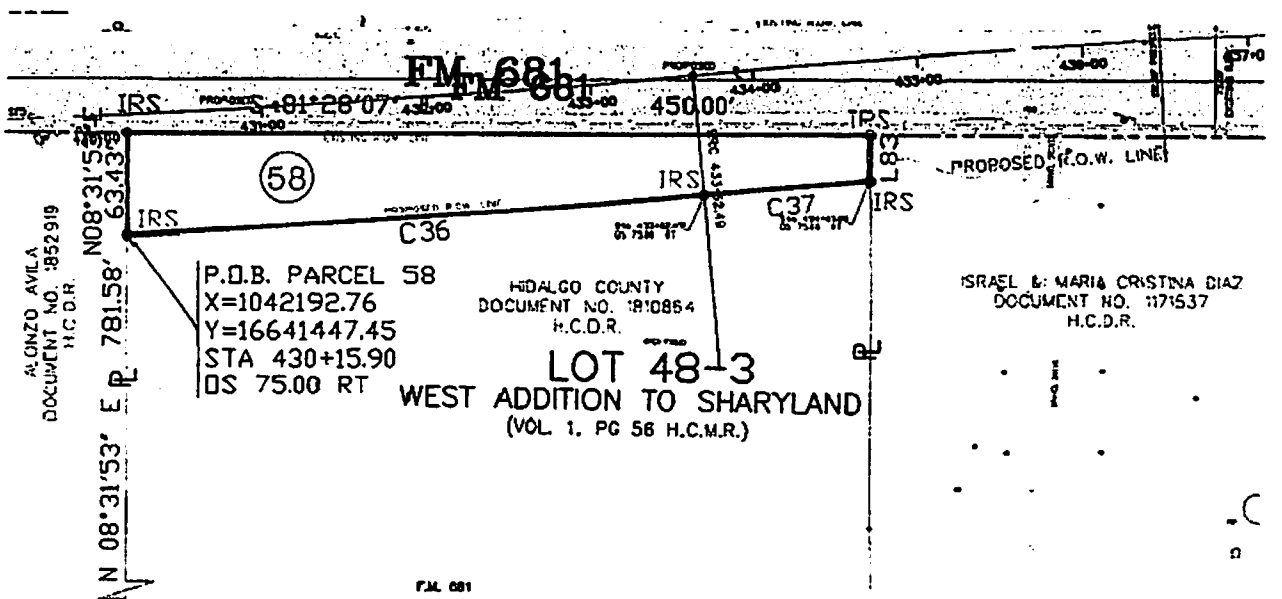
3. **THENCE** S 08° 31' 53" W, along the East line of said Hidalog County tract, a distance of 27.97 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed South right-of-way line of said FM 681, for a point of curvature and the southeast corner of this tract;

4. THENCE along the proposed South right-of-way line of said FM 681 and said curve to the right with a radius of 7,925.00 feet, an interior angle of 00° 44' 04", an arc length of 101.59 feet, a tangent of 50.79 feet and a chord that bears N 86° 39' 04" W, a distance of 101.59 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East line of said Silguero tract, for a point of curvature and an outside corner of this tract;

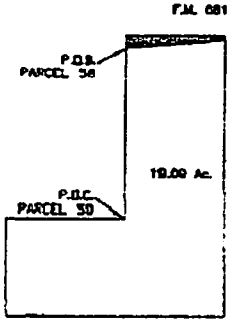
5. THENCE continuing along the proposed South right-of-way line of said FM 681 and said curve to the right with a radius of 8,075.00 feet, an interior angle of 02° 28' 56", an arc length of 349.83 feet, a tangent of 174.94 feet and a chord that bears N 85° 46' 38" W, a distance of 349.81 feet to the **POINT OF BEGINNING**, containing 0.489 acre (21,289 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009




SCALE: 1" = 100.00'




PARENT TRACT INSET
N.T.S.

| NUMBER | DELTA ANGLE | RADIUS | CHORD LENGTH | CHORD DIRECTION | TANGENT | ARC LENGTH |
|---|---|---|---|---|---|---|
| C36 | 02°28'34" | 8075.00 | 349.83 | N 85°46'20" W | 174.94 | 349.93 |
| C37 | 00°44'04" | 7925.00 | 101.59 | N 86°29'04" W | 50.79 | 101.59 |

| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L83 | S 08°31'53" W | 27.97' |

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. THIS MAP IS AN INTERNAL TxDOT DOCUMENT ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.

3. TYPE II MONUMENTATION SHALL BE SET AT ALL P.C.'s, P.T.'s AND AT 1000' INTERVALS BY OTHERS AFTER CONSTRUCTION.

LEGEND:

| | | | |
|---|---|---|---|
| SIGN | | RIGHT-OF-WAY POST | |
| MANHOLE (TELEPHONE) | | CHAINLINK FENCE | —x— |
| TRAFFIC SIGNAL LIGHT POLE | | WOOD FENCE | —/—/— |
| TELEPHONE PEDESTAL | | FOUND 1/2" IRON ROD | |
| LIGHT POLE | | FOUND IRON PIPE | |
| WATER METER | | SET # 5 36" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS" | |
| FIRE HYDRANT | | | |
| GUY | | FOUND 1/2" IRON ROD | |
| POWER POLE | | OVERHEAD POWER | —OH— |

# PARCEL PLAT
# SHOWING TOPOGRAPHICAL SURVEY OF PARCEL No. 58

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL LAND SURVEYOR

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

CVE LLC
317 EDINBURG AVE.
MCALLEN, TEXAS 78501
PH (956) 618-1331
FAX (956) 618-1647

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
1111 W. EXPRESSWAY 83, SUITE 201
MISSION, TEXAS 78572
PH (956) 584-0660
FAX (956) 584-0662

| DIST. NAME | PLAT OF SURVEY | COUNTY |
|---|---|---|
| PHARR | FM 681 AND FM 2221 | HIDALGO |
| ACCOUNT NO. | CSJ No. 0660-01-043 | DATE OF SURVEY: 07/13/09 |
| EXISTING: 19.00 Ac. | ROW TAKING: 0.489 Ac. (21,289 Sq Ft) | REMAINING: 18.50 Ac. ROW / SHEET: 3 OF 3 |

## PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 58

Local Address: Located ±0.10 miles east of the southeast corner of Los Ebanos Road and Fm 681, Mission, Texas.

Date Taken: May 11, 2011

Taken By: Leonel Garza III

Point which taken: Photo 1: FM 681 ROW
Photo 2: FM 681 ROW

Looking: Photo 1: Western View
Photo 2: Eastern View

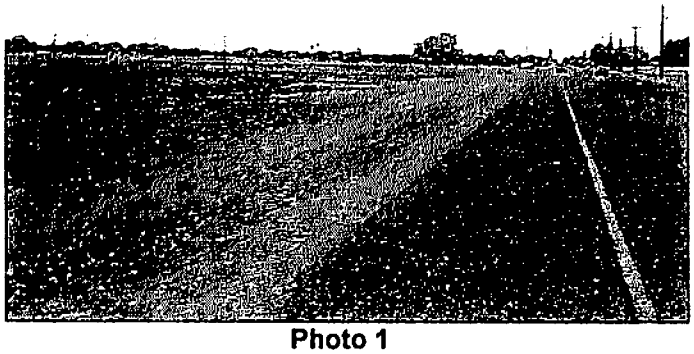


**Photo 1**
**Western view of the proposed acquisition**



**Photo 2**
**Eastern view of the proposed acquisition**

Point which taken: Photo 3: FM 681 ROW
Photo 4: FM 681 ROW

Looking: Photo 3: Western View
Photo 4: Eastern View

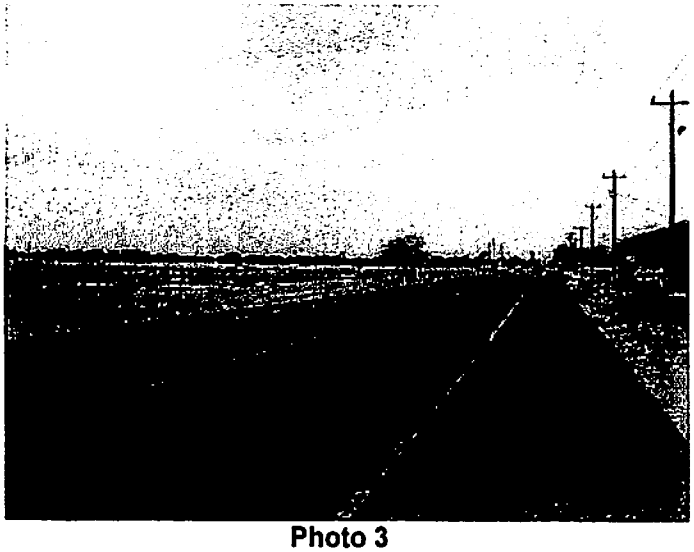


**Photo 3**
**Western view of FM 681**

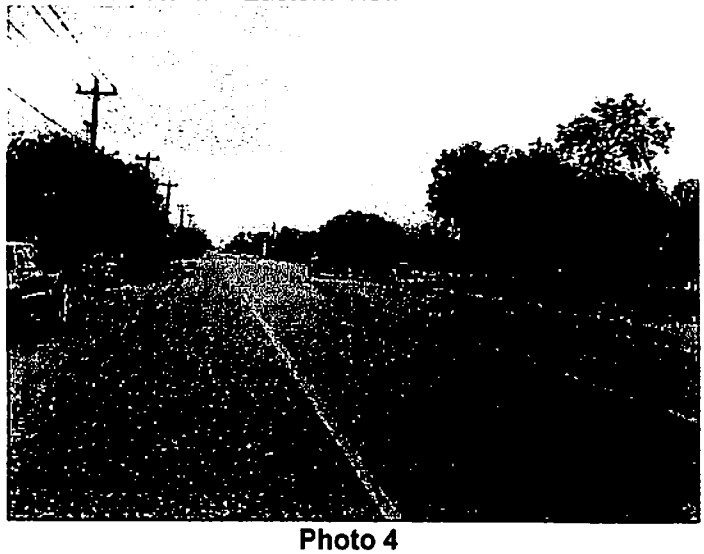


**Photo 4**
**Eastern view of FM 681**

**DESCRIPTION OF PROPERTY:**

The subject property, as a whole, is a 19.09 acre vacant tract of land located along the south side of FM 681. According to the survey provided by CVQ Land Surveyors LLC, dated July 13, 2009, the part to be acquired is approximately 0.489 acres (21,289 square feet). This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the State of Texas.

**AREA OR NEIGHBORHOOD ANALYSIS:**

The subject neighborhood along FM 681/FM 2221, north of the community Alton, Texas, is utilized for a mixture of residential, commercial and agricultural uses. Development of land in this area is predominately for single family residential developments located near and along Tom Gill Road and Farm to Market 681. The areas along Tom Gill, 4 Mile Line Road, and FM 2221 have seen recent development of single family residential communities as utilities become available in the area. Rudy Flores of the Agua Specialty Utility District indicated that water lines along Tom Gills Road are currently being upgraded to support the area along Tom Gill Road. Mr. Flores also indicated that the area along 4 Mile Line Road had access to water, no sewer services are provided to the area. Due to recent construction by the La Joya ISD, a 12 inch water line has been extended from Iowa Road to Salida Del Sol Road. This water line will improve the pressure and volume received in the area by linking three water treatment plants together. This water line links the Havana Water Plant , FM 492 water plant , and the Abrams Road water treatment plant, giving the area the ability to draw from any source within the loop. To the north of the project is a newly constructed 500,000 gallon, 160 foot tall elevated water tower located along FM 2221 and Salida Del Sol Road. The tower will provide a base delivery pressure of 60 pounds per square inch, aiding in the developmental potential to the area. In addition to the water tower, a 6.0 MGD (Million Gallons per Day) water treatment facility, known as the Abrams Road water treatment plant, has been constructed increasing the water treatment capacity from 8.0 MGD (Million Gallons per Day) to 14.0 MGD (Million Gallons per Day). Leonel Garza Jr. & Associates LLC has inspected the market area along FM 681 and has found that the market contains stable growth.

## SITE ANALYSIS

**Five Year Sales History:**
During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Leonel G. Bazan and Maria N. Bazan to Hidalgo County, Texas on August 10, 2007 and recorded under Special Warranty Deed Document No. 1810864 for an undisclosed consideration. A copy of the appraisal card is located in the Addenda of this report.

**Legal Description: (Whole Property)**
A tract of land containing 19.09 acres situated in Hidalgo County, Texas and also being a part or portion of Lot 48-3, West Addition To Sharyland Subdivision, Map reference Volume 1, pages 56, H.C.M.R. Hidalgo County, Texas.

**Legal Description: (Part to be Acquired)**
A tract of land containing 0.489 acre (21,289 square feet), situated in Hidalgo County, Texas and also being part or portion of Lot 48-3, West Addition to Sharyland, recorded in Volume 1, Page 56, H.C.M.R. Hidalgo County, Texas.

**Improvements:**
During the off-site inspection of the subject property no building improvements were indicated within the part to be acquired. The subject is a vacant tract and as such contains no structural site improvements. No damages are indicated for the remainder, however, several site improvements are located within the proposed acquisition and shall be itemized on page 5.0 of this report for purposes of determining compensation. These site improvements within the acquisition are valued based on their depreciated cost value. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation calculated. The cost for the site improvements are gathered from a variety of sources of which include Marshall Valuation Services, local contractors and a variety of retail stores located in the Rio Grande Valley. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

**Highest & Best Use Analysis:**
The subject's highest and best use as vacant and as if improved is indicated for a mixed use of residential and commercial use. This type of use is concurrent with the recent trends located along FM 681 within Hidalgo County, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the State of Texas. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential for the interim and future commercial based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition.

## VALUATION OF PART TO BE ACQUIRED

### LAND VALUATION
**Representative Comparable Sales**

| | Subject | Comp. No. 1 | Comp. No. 2 | Comp. No. 3 |
|---|---|---|---|---|
| Grantor | Leonel G. Bazan and Maria N Bazan | J&R Valley Oilfield Services, Inc. | Citrus City LTD | Rancho Del Norte, Inc. |
| Grantee | Hidalgo County, Texas | Alfredo G. Ledesma | Faustino Pena, Jr. | Hutton Co. Development LP |
| Date | August 10, 2007 | June 18, 2009 | October 26, 2009 | July 9, 2008 |
| Sales Price | $ - | $ 220,000 | $ 130,000 | $ 460,726 |
| Unit Price | / Sf | $ 1.64 / Sf | $ 2.98 / Sf | $ 3.99 / Sf |
| Relative Location | Average | Similar 0% | Similar 0% | Similar 0% |
| Conditions of Sale | Cash To Seller | Similar 0% | Similar 0% | Similar 0% |
| Lot Location | Internal Tract | Similar 0% | Similar 0% | Similar 0% |
| Market Conditions | Average | Similar 0% | Superior -20% | Superior -30% |
| Physical Characteristics | Typical of Market | Similar 0% | Similar 0% | Corner Tract -20% |
| Financing | Conventional | Similar 0% | Similar 0% | Similar 0% |
| Available Utilities | Water/Elec/Phone | Similar 0% | Similar 0% | Similar 0% |
| Frontage | FM 681 | FM 681 0% | FM 2221 0% | FM 2221 / La Homa Road 0% |
| Size of Tract (Sf) | 831,560 Sf | 134,513 sf -10% | 43,560 sf -15% | 115,434 sf -10% |
| Size of Tract (Acre) | 19.09 Acres | 3.088 Ac | 1.000 Ac | 2.650 Ac |
| Net Adjustments | | -10% | -35% | -60% |
| Indicated Unit Value | | $ 1.48 / Sf | $ 1.94 / Sf | $ 1.60 / Sf |

**Estimated Unit Value of Fee Simple Area** $ **1.75 / SF**

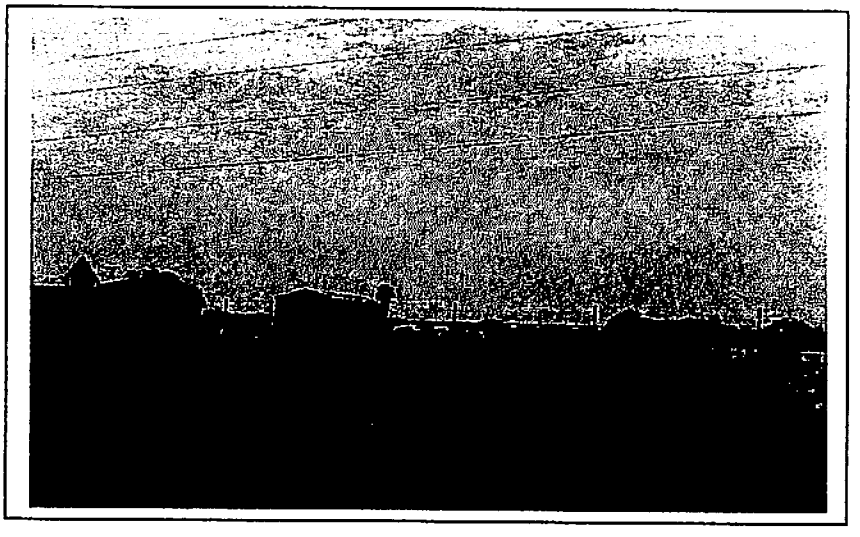
**Estimated Value by Sales Comparison Approach** **(21,289 Sf x $1.75/Sf)** $ **37,256**
*(Includes Part To Be Acquired Only)*

ROW-A-5S
Rev. 3/11
Page 1 of 3

# COMPARABLE DATA SUPPLEMENT

District: Southern | Parcel No.: 58 | Highway: FM 681 / FM 2221
County: Hidalgo | ROW CSJ: 0669-01-052

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: J&R Valley Oilfield Services, Inc. Grantee/Lessee: Alfredo G. Ledesma

Date: June 18, 2009 Recording Information: Document 2009-2024783 Key Map: TexMaps C-2

Address: FM 681, East of Inspiration Road, Hidalgo County, Texas Zip Code: 77502

Legal Description: Lot One (1), Two (2) and Three (3), Inspiration Point Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 25, Page 199A, Map Records, Hidalgo County, Texas.

Confirmed Price $: 325,000 Verified with: Warranty Deed / HCAD

Adjusted Sales Price $: 220,000

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 3.088 Acres (Gross) / 134,513 Square Foot Unit Price as Vacant $: 1.64 / Square Foot

Type Street: Asphalt (FM 681 / Inspiration Road) Utilities: Water, Electricity & Phone

Improvement(s) Description: Several metal warehouses were located on-site of which had an est. contributory market value of $105,000 (Rounded) as per HCAD. The adjusted sales price for this sale is then calculated at $220,000 as if vacant.

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Light Industrial / Commercial Highest & Best Use: Light Industrial / Commercial

Date of Inspection: May 3, 2011 Zoning: N/A Flood Plain: Zone X

Attach additional information as necessary.

Subject was improved at the time of sale as of June 18, 2009. In order to determine the sites contributory value, this appraiser extracted the contributory value of the improvements to determine the land unit sales price.

Appraiser: Leonel Garza III
(Typed, not signed)

May 23, 2011
Date

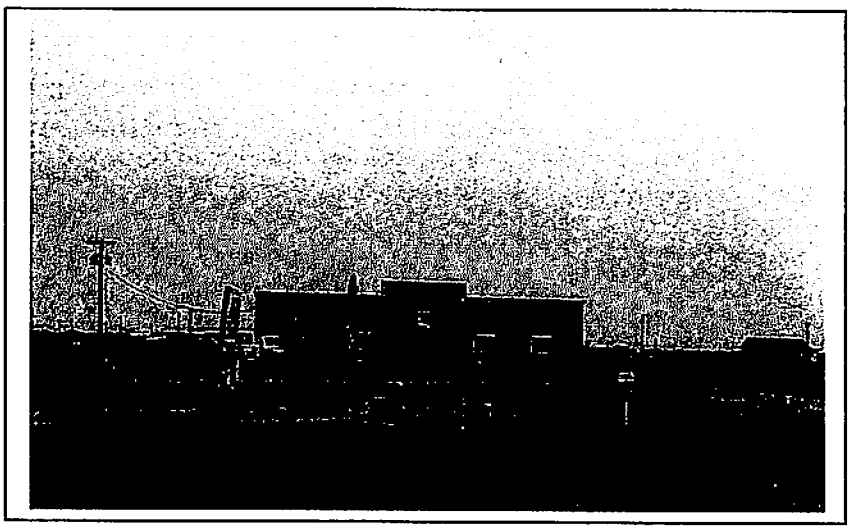


*A5S*

# COMPARABLE DATA SUPPLEMENT

District: Southern | Parcel No.: 58 | Highway: FM 681 / FM 2221
County: Hidalgo | ROW CSJ: 0669-01-052

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Citrus City LTD | Grantee/Lessee: Faustino Pena Jr.

Date: October 26, 2009 | Recording Information: | Key Map: TexMaps A-1

Address: North Side of Mile 7 Road (FM 2221), east of Western Road, Hidalgo County, Texas. | Zip Code:77502

Legal Description: Lot 2, Western Crossroads Plaza Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 53, Page 47-49, of Map Records, Hidalgo County, Texas.

Confirmed Price $: 130,000 | Verified with: MLS E104347 / Warranty Deed / HCAD

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 1.00 Acres (Gross) | Unit Price as Vacant $: 2.98 / Square Foot

Type Street: Asphalt (FM 2221 / Western Road) | Utilities: Water, Electricity & Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A | Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Day Care Center | Highest & Best Use: Commercial Retail

Date of Inspection: May 3, 2011 | Zoning: N/A | Flood Plain: Zone X

Attach additional information as necessary.

The subject, vacant at the time of sale, is located just east of Western Road on FM 2221. The market area is beginning to develop over the past few years. A new school was created to the north of the subject property of which will aid in the development of the area.

Appraiser: Leonel Garza III
(Typed, not signed)

May 23, 2011
Date

# COMPARABLE DATA SUPPLEMENT

District: Southern | Parcel No.: 58 | Highway: FM 681 / FM 2221
County: Hidalgo | ROW CSJ: 0669-01-052

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Rancho Del Norte, Inc. Grantee/Lessee: Hutto Co. Development LP

Date: July 9, 2008 Recording Information: GF# 110332 Key Map: TexMaps A-2

Address: SEC of Mile 7 North Road & La Homa Road, Hidalgo County, Texas. Zip Code: 77502

Legal Description: A 2.65 acre tract of land, more or less, out of Lots 78 and 79, Block 2, La Homa Ranch Citrus Groves Unit No. 1, Hidalgo County, Texas. (Property has since been re-subdivided into Lot 1 & 2 of The Hutton Subdivision No. 7 as of Oct. 2008.)

Confirmed Price $: 460,726 Verified with: Warranty Deed / HCAD / Realtor

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 2.65 Acres (Gross) / 115,434 Square Foot. Unit Price as Vacant $: 3.99 / Square Foot

Type Street: Asphalt (La Homa Road & Mile 7 or FM 2221) Utilities: Water, Electricity & Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Family Dollar and O' Reilly's Auto Parts Highest & Best Use: Commercial Retail

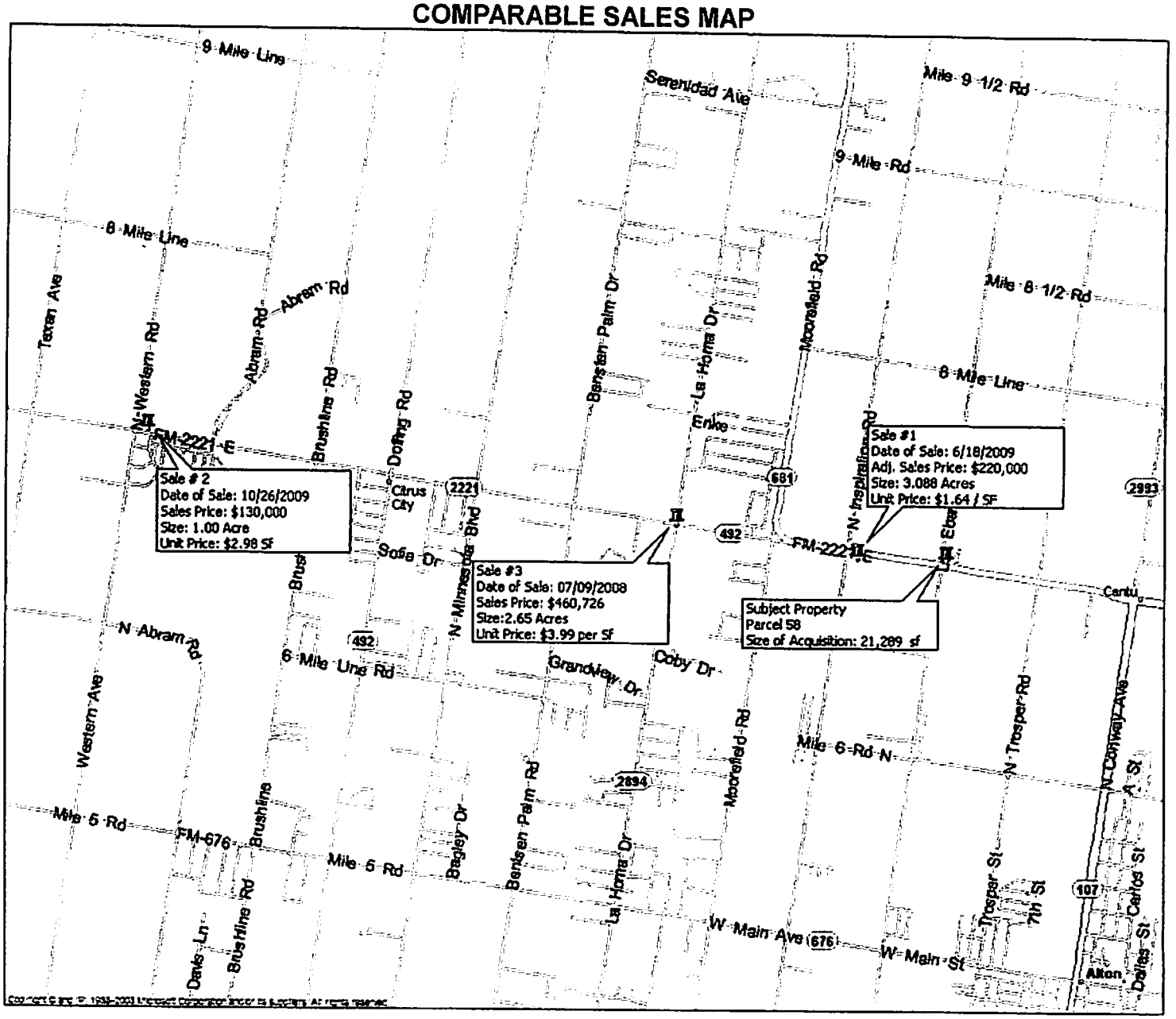
Date of Inspection: May 3, 2011 Zoning: N/A Flood Plain: Zone X

Attach additional information as necessary.

The subject property was purchased on July 9, 2008 for the development of a 2 lot subdivision to be known as The Hutton Subdivision No. 7. The site has since been developed into a commercial retail site of which a O'Reilly Auto Part Store and a Family Dollar have been constructed. The site is located at the southeast corner of La Homa Road and Mile 7 North Road (FM 2221).

Appraiser: Leonel Garza III (Typed, not signed) May 23, 2011 Date

# COMPARABLE SALES MAP



**Explanation of Adjustments with Reconciliation:**

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along FM 681 and other similar and intersecting thoroughfares. Each of the sales utilized are located within the market area and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located along the southern side of FM 681 just east of Inspiration Road in Hidalgo County, Texas. The subject property was purchased in 2009 for $325,000. The subject at the time of sale was improved with several metal warehouses and improved with a perimeter fence. The contributory value of the improvements are estimated to be $105,000 as per HCAD. The adjusted sales price for the site as vacant is indicated to be $220,000. This equates to a unit value of $1.64 per square foot for the 3.088 acres. Due to the difference in size a negative -10% adjustment is indicated to the unit rate. Due to the similarity of the subject property and this sale, no other adjustments were indicated. Therefore, the unit rate for the subject property is indicated to be $1.48 per square foot.

Sale No. 2 is located along the north side of FM 2221 east of Western Road in Hidalgo County, Texas. The subject property was purchased in 2009 for $130,000 or $2.98 per square foot. The site was vacant at the time of sale. The property was purchased for the development of a day care center. The subject is in a developing area of which is superior to the subject property. An adjustment of -20% is indicated for the superior location of the sale. A final adjustment for the difference in size of -15% was also indicated. Due to the overall comparability of the subject property and the sale, no further adjustments were indicated. Therefore, the unit rate for the subject property is indicated to be $1.94 per square foot.

Sale No. 3 is located at the southeast corner of Mile 7 North Road (FM 2221) and La Homa Road. The property was purchased in 2008 for $460,726 or $3.99 per square foot. This property was purchased for the development of a Family Dollar and O'Reilly Auto Parts Store. Due to the superior location of the sale a downward adjustment of -30% was indicated. This sale is located at the corner of FM 681 and La Homa provides superior corner influence of which a downward adjustment of -20% is indicated. A final adjustment of -10% is indicated for the difference in size. Due to the overall comparability of the subject property and the sale, no further adjustments were indicated. Therefore, the unit rate for the subject property is indicated to be $1.60 per square foot.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $1.64 per square foot to $3.99 per square foot was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of $1.48 per square foot to $1.94 per square foot was determined. Based on the existing developments and surrounding land use within the immediate market area and the current trends found along FM 681 and intersecting thoroughfares, a unit value near the mid range of the adjusted unit range was selected; $1.75 per square foot.

**Calculation For Part To Be Acquired**
**21,289 Square Feet x $1.75 / Square Foot = $37,256**

## ESTIMATED VALUE OF ACQUISITION

| | | | | | | |
|---|---|---|---|---|---|---|
| Land: | 21,289 Sq. Ft.<br>0.489 Acres | @ | $ 1.75 | Per Square Foot | $ | 37,256 |

| | | |
|---|---|---|
| Improvements: | *No Site Improvements Indicated* | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | Total Improvements | $ - |

| | | |
|---|---|---|
| TOTAL ESTIMATED VALUE | $ | 37,256 |
| Cost To Cure Damages | $ | - |
| Estimated Total Compensation | $ | 37,256 |

# ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Warranty Deed

# Certification of Appraisal

## I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (2010-2011 Edition).*
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Luis C. Garza and Thomas M. Davis, State Certified General Real Estate Appraiser s with Leonel Garza Jr. & Associates LLC both provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

**Leonel Garza III**
**General Certified Real Estate Appraiser**
**License No. TX 1328375 – General**
**May 23, 2011**

# ASSUMPTIONS AND LIMITING CONDITIONS

## This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

## General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

## Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

# QUALIFICATIONS OF APPRAISER – LEONEL GARZA III

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. A company founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years upon his passing in 1998. Leonel Garza III continued the family business to this day, concentrating on general commercial properties and right-of-way acquisition projects for more than 13 years. The office of Leonel Garza Jr. & Associates LLC contains three (3) General Certified Appraisers in total and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

## Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

## Licenses

**State Certified General Real Estate Appraiser**
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2012 (Active)

**State Certified Property Tax Consultant**
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2011 (Active)

## Public Service Organizations

**Associate Member of the Appraisal Institute**
Currently taking courses toward the designation of MAI through the Appraisal Institute.

**National Association of Master Appraisers**
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

**Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)**

**Board Member of the City of McAllen Planning and Zoning Board**
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

**Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals**
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

**Chairman of the Hidalgo County Subdivision Advisory Board**
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

**Chairman of the Hidalgo County Building Line of Adjustments**
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

**Vice Chairman of the City of McAllen Traffic Board**
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City . (Elected Vice Chairman 01/26/10)

**Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council**
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

**Former Vice Chairman of the City of McAllen Ambulance Advisory Committee**
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

**Former Member of the City of McAllen Building Board of Adjustments and Appeals**
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

**Former Member of the Pharr Municipal Park Charter Committee**
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

**Member of The McAllen Palm City Lions Club**
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

## Work Experience

*Employee of Leonel Garza Jr. & Associates since 1990*

*State Certified General Real Estate Appraiser since December 31, 1998*

*Owner of G-3 Acquisitions which primary focus is custom commercial and multifamily residential construction and management.*

*Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.*

*Licensed Property Tax Consultant Since 2000.*

*Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.*

# Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

## Certified General Real Estate Appraiser

Number: TX1328375 G

Issued: 12/13/2010 Expires: 12/31/2012

Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

# State of Texas

## Historically Underutilized Business
## Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

## LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

| | |
|---|---|
| Certificate/VID Number: | 1742948770900 |
| File/Vendor Number: | 14984 |
| Approva Date: | 09-AUG-2010 |
| Expiration Date: | 09-AUG-2014 |

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

## CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
*Real Estate Appraisal Services*

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-8236

April 22, 2011

**Project: FM 681 Expansion Project**

**Parcel 58**
**Hidalgo County**
**100 E Cano 2nd Floor**
**Edinburg, TX 78539**

**To Whom It May Concern:**
Leonel Garza Jr. & Associates LLC has been contracted by L&G Engineering, Inc., who is a subcontractor of Hidalgo County, Texas in conjunction with the Texas Department of Transportation, Southern Region, to appraise various properties along Farm To Market 681 (FM 681 / 2221) as fee simple. This proposed acquisition is for the purpose of acquiring additional road right-of-way for the expansion and renovation of Farm to Market 681. Attached is a survey of the property to be acquired. This office shall be inspecting the subject property from existing road right-of-way until verbal or written permission from you is granted to enter the subject property. We would like to extend the opportunity to meet with our office at your site in order to explain the project and the purpose of the appraisal report.

The L&G Engineering Inc. shall be negotiating the purchase of such proposed right-of-way believed to be in the name of Hidalgo County. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com.

I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be preformed. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

***With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.***

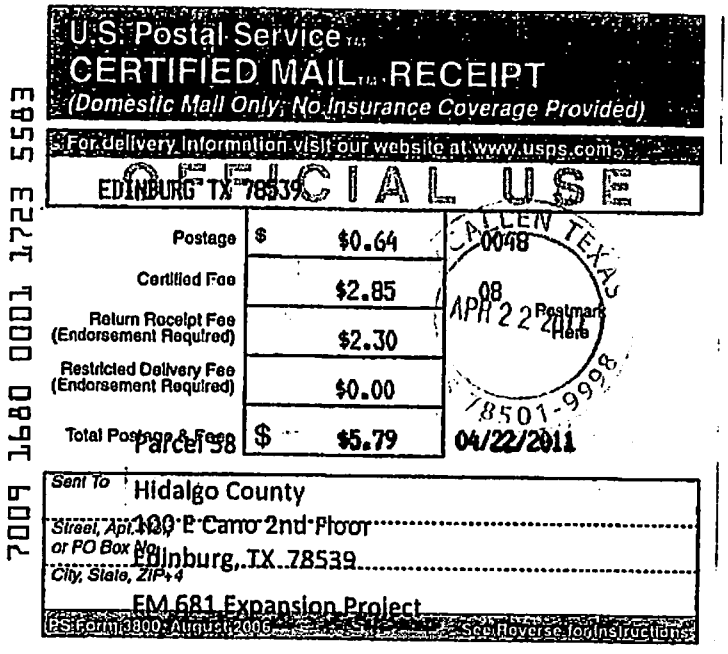
Sincerely,

**Leonel Garza III**
**State Certified General**
**Real Estate Appraiser**
**TX1328375-General**

**Cc: L & G Engineering Inc.**
**Luana M. Gonzalez**
**Co-Right of Way Administrator**
**900 S. Stewart Road**
**Mission, Texas 78572**
**(956) 585-1909**

*Leonel Garza Jr. & Associates LLC*

# CERTIFIED LETTER TRACKING INFORMATION



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
EDINBURG TX 78539

OFFICIAL USE

| | |
|---|---|
| Postage | $ $0.64 |
| Certified Fee | $2.85 |
| Return Receipt Fee (Endorsement Required) | $2.30 |
| Restricted Delivery Fee (Endorsement Required) | $0.00 |
| Total Postage & Fees | $ $5.79 |

CALLEN TEXAS 0048 08 APR 22 2011 Postmark Here 78501-9998

04/22/2011

7009 1680 0001 1723 5583

Sent To: Hidalgo County
Street, Apt. No., or PO Box No.: 100 E Cano 2nd Floor
City, State, ZIP+4: Edinburg, TX 78539
FM 681 Expansion Project
Parcel 58

PS Form 3800, August 2006 — See Reverse for Instructions

**SENDER: *COMPLETE THIS SECTION***

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Parcel 58

Hidalgo County
100 E Cano 2nd Floor
Edinburg, TX 78539

FM 681 Expansion Project

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) ROSIE ORTA C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
*(Transfer from service la.* 7009 1680 0001 1723 5583

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

# HIDALGO COUNTY APPRAISAL DISTRICT CARD

Hidalgo CAD

## Property Search Results > 723179 HIDALGO COUNTY for Year 2011

### Property

**Account**

Property ID: 723179 Legal Description: WEST ADDN TO SHARYLAND AND AN RR TR W990'-S1,320' EXC W540'-N330 19.09AC NET
Geographic ID: W0100-00-044-0005-13 Agent Code:
Type: Real

**Location**

Address: Mapsco:
Neighborhood: Map ID:
Neighborhood CD:

**Owner**

Name: HIDALGO COUNTY Owner ID: 654457
Mailing Address: 100 E CANO 2ND FLOOR EDINBURG, TX 78539 % Ownership: 100.0000000000%
Exemptions: EX

### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $0 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $305,440 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $0 | $0 | |
| (+) Timber Market Valuation: | + | $0 | $0 | |
| (=) Market Value: | = | $305,440 | | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | | |
| (=) Appraised Value: | = | $305,440 | | |
| (–) HS Cap: | – | $0 | | |
| (=) Assessed Value: | = | $305,440 | | |

### Taxing Jurisdiction

Owner: HIDALGO COUNTY
% Ownership: 100.0000000000%
Total Value: $305,440

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| CAD | APPRAISAL DISTRICT | 0.000000 | $305,440 | $0 | $0.00 |
| DR1 | DRAINAGE DISTRICT #1 | 0.079500 | $305,440 | $0 | $0.00 |
| GHD | HIDALGO COUNTY | 0.590000 | $305,440 | $0 | $0.00 |
| JCC | SOUTH TEXAS COLLEGE | 0.149100 | $305,440 | $0 | $0.00 |
| R01 | ROAD DIST 01 | 0.000000 | $305,440 | $0 | $0.00 |
| SMS | MISSION ISD | 1.280000 | $305,440 | $0 | $0.00 |
| SST | SOUTH TEXAS SCHOOL | 0.049200 | $305,440 | $0 | $0.00 |
| W14 | UNITED IRR WTR DIST | 0.000000 | $305,440 | $0 | $0.00 |
| | Total Tax Rate: | 2.140800 | | | |
| | | | | Taxes w/Current Exemptions: | $0.00 |
| | | | | Taxes w/o Exemptions: | $6,538.69 |

### Improvement / Building

No improvements exist for this property.

### Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | AC | ACREAGE | 19.0900 | 831560.40 | 0.00 | 0.00 | $305,440 | $0 |

### Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2011 | $0 | $305,440 | 0 | 305,440 | $0 | $305,440 |
| 2010 | $0 | $305,440 | 0 | 305,440 | $0 | $305,440 |
| 2009 | $0 | $305,440 | 0 | 305,440 | $0 | $305,440 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2008 | $0 | $305,440 | 0 | 305,440 | $0 | $305,440 |

**Deed History - (Last 3 Deed Transactions)**

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page |
|---|---|---|---|---|---|---|---|
| 1 | 9/26/2007 12:00:00 AM | SWD | SPEC. W/D | BAZAN LEONEL G | HIDALGO COUNTY | | |

**Tax Due**

Property Tax Information as of 03/08/2011

Amount Due if Paid on:

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|---|---|---|---|---|---|---|---|---|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 3/2/2011 4:54 AM

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Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Doc-1510864

Charge to: VLTC
GF# 108815

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

**Date:** August 10, 2007

**Grantor:** Leonel G. Bazan and wife, Maria N. Bazan

**Grantor's Mailing Address:**
1409 Samantha St.
Mission, Texas 78572

**Grantee:** Hidalgo County, Texas

**Grantee's Mailing Address:**
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

**Property (including any improvements):**
See Exhibit "A" attached hereto and made a part hereof for all purposes.

**Reservations From and Exceptions to Conveyance and Warranty:**
Blanket easements, rules, regulations and rights in favor of United Irrigation District.

Easements, roads and reservations as shown on the map and dedication of West Addition Sharyland Subdivision, recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Right of way easement in favor of Southwestern Bell Telephone as shown by instrument dated August 12, 1986, recorded in Volume 2328, Page 708, Official Records of Hidalgo County, Texas.

Right of way easement in favor of Central Power and Light Company as shown by instrument dated October 4, 1949, recorded in Volume 698, Page 280, Deed Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Jo Ann Lasley and husband, Claude D. Lasley to Clayton Williams, Jr. dated April 27, 1984, recorded in Volume 1987, Page 754, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Jo Ann Lasley to Smith Production, Inc., dated February 21, 2006, filed June 7, 2006 under Document Number 1625006, Official Records of Hidalgo County, Texas.

All oil, gas and other minerals have been heretofore reserved by prior grantors and/or predecessors in title as set forth in Deed dated July 15, 2005, filed August 8, 2005 under Document Number 1506431, Official Records of Hidalgo County, Texas.

Water Service Agreement in favor of Sharyland Water Supply Corporation, a Texas Corporation as shown by instrument dated July 5, 2005, filed July 6, 2005 under Document No. 1492988, Official Records of Hidalgo County, Texas.

Standby fees, taxes and assessments by any taxing authority for the year 2007 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, except as to the reservations from and exceptions to

Doc-1810864

conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

Leonel G. Bazan

Maria N. Bazan

ACKNOWLEDGMENT

This instrument was acknowledged before me on 9-26, 2007, by Leonel G. Bazan and Maria Bazan

SANJUANITA MONCADA
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-16-2008

Notary Public

PREPARED IN THE OFFICE OF:
King, Guerra, Davis & Garcia
P.O. Box 1025
Mission, Texas 78573

AFTER RECORDING RETURN TO:
Hidalgo County, Texas
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
31,796

Doc-1810864

EXHIBIT "A"

A tract of land containing 19.09 acres situated in Hidalgo County, Texas and also being a part or portion of Lot 48-3, WEST ADDITION TO SHARYLAND SUBDIVISION, map reference: Volume I, Pages 56, H.C.M.R., and said 19.09 acres of land also being a part or portion of a 30.0 acre tract deeded to Leonel C. Bazan and wife Maria N. Bazan, recorded in Document No. 1506431, H.C.D.R., and said 19.09 acres of land also being more particularly described as follows;

BEGINNING on cotton picker spindle found in the right-of-way of Los Ebanos Road, the southwest corner of said Bazan tract and the southwest corner of said Lot 48-3, for the southwest corner of this tract and the POINT OF BEGINNING;

THENCE N 08° 50' 00" E, along the right-of-way of said Los Ebanos Road and West line of said Lot 48-3, a distance of 440.00 feet to a nail set, for the western most northwest corner of this tract;

THENCE S 81 ° 10' 00" E, at a distance of 20.00 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East right-of-way line of said Los Ebanos Road; continuing a total distance of 540.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for an inside of this tract;

THENCE N 08° 50' 00" E, at a distance of 845.00 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the existing South right-of-way of Mile 7 North Road, continuing a total distance of 880.00 feet to a nail set on the North line of said Lot 48-3, for the northern most northwest corner of this tract;

THENCE S 81 degrees 10' 00" E, along the North line of said Lot 48-3, a distance of 450.00 feet to a cotton picker spindle set on the northwest corner of a tract deeded to Maria Cristina Diaz, recorded in Document No. 1171537, H.C.D.R., for the northeast corner of this tract;

THENCE S 08 degrees 50' 00" W, along the West line of said Diaz tract, at a distance of 35.00 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South right-of-way line of said Mile 7 North Road, and continuing a total distance of 1320.00 feet to an iron pipe found on the South line of said Lot 48-3, for the southeast corner of this tract;

THENCE N 81 degrees 10' 00" W, along the South line of said Lot 48-3, at a distance of 970.00 feet pass an iron rod found on the East right-of-way line of said Los Ebanos Road, and continuing a total distance of 990.00 feet to the POINT OF BEGINNING.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010

**EXHIBIT "A"**

**County: Hidalgo**
**Highway: FM 681 & FM 2221**
**RCSJ: 0669-01-052**

Parcel 58
Property Description

A tract of land containing 0.489 acre (21,289 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-3, WEST ADDITION TO SHARYLAND,** recorded in Volume 1, Page 56, H.C.M.R., and said 0.489 acre (21,289 square feet) also being a part or portion of a 19.090 Acre tract of land deeded to Hidalgo County, recorded in Document #1810864, H.C.D.R., by Leonel G. & Maria N. Bazan on September 28, 2007, and said 0.489 acre (21,289 square feet) also being more particularly described as follows;

**COMMENCING** on the southwest corner of said Hidalgo County tract;

**THENCE** N 08° 31' 53" E (N08°50'E), along the West line of said Hidalgo County tract, a distance of 781.58 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1042192.65 and Y=16641447.46 All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** N 08° 31' 53" E (N08°50'E), continuing along the West line of said Hidalgo County tract, a distance of 63.43 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the South right-of-way line of said FM 681, for the northwest corner of this tract;

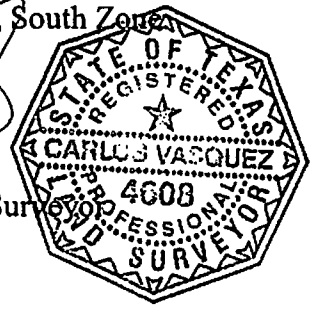
2. **THENCE** S 81° 28' 07" E (S81°10'E), along the South right-of-way line of said FM 681, a distance of 450.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East line of said Hidalgo County tract, for the northeast corner of this tract;

3. **THENCE** S 08° 31' 53" W (S08°50'W), along the East line of said Hidalgo County tract, a distance of 27.97 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed South right-of-way line of said FM 681, for a point of curvature and the southeast corner of this tract;

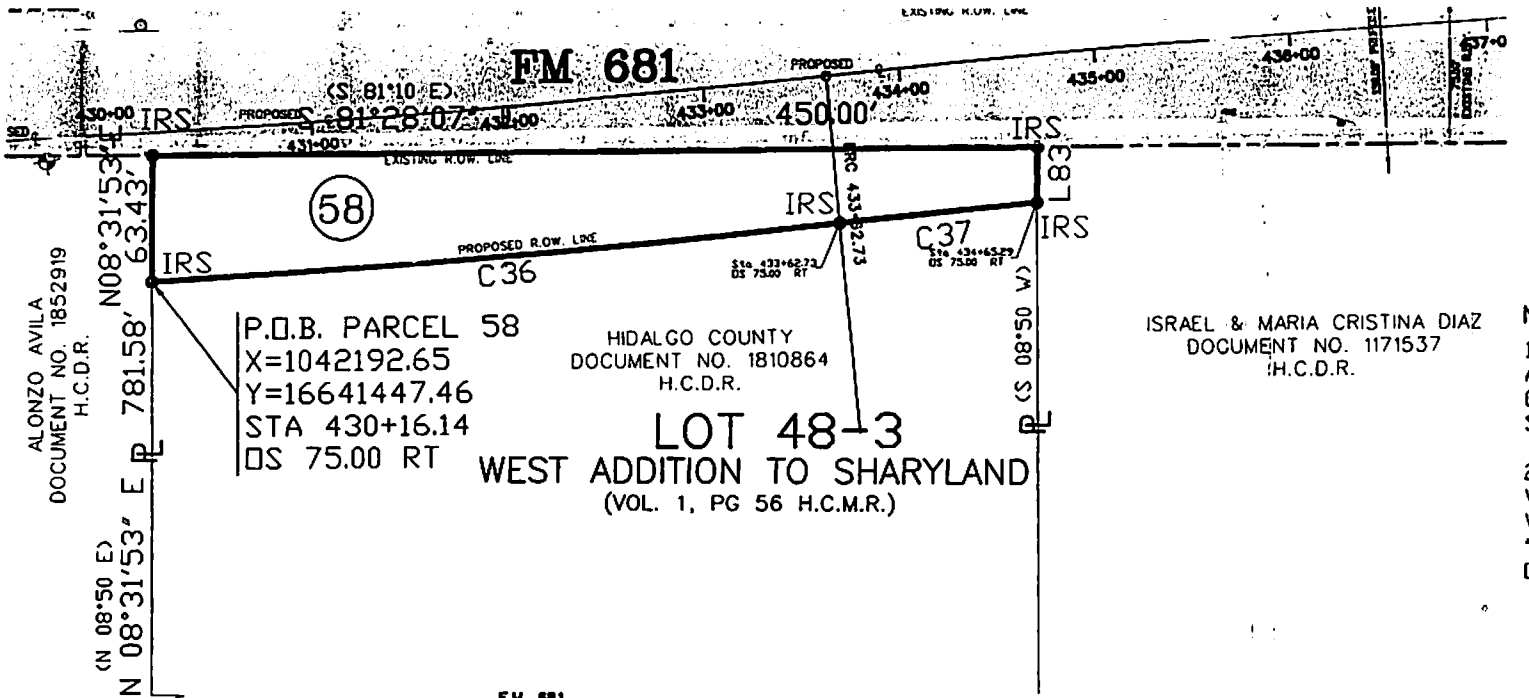
4. **THENCE** along the proposed South right-of-way line of said FM 681 and said curve to the right with a radius of 7,925.00 feet, an interior angle of 00° 44' 04", an arc length of 101.59 feet, a tangent of 50.79 feet and a chord that bears N 86° 39' 04" W, a distance of 101.59 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East line of said Silguero tract, for a point of curvature and an outside corner of this tract;

5. **THENCE** continuing along the proposed South right-of-way line of said FM 681 and said curve to the right with a radius of 8,075.00 feet, an interior angle of 02° 28' 56", an arc length of 349.83 feet, a tangent of 174.94 feet and a chord that bears N 85° 46' 38" W, a distance of 349.81 feet to the **POINT OF BEGINNING**, containing 0.489 acre (21,289 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.




Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

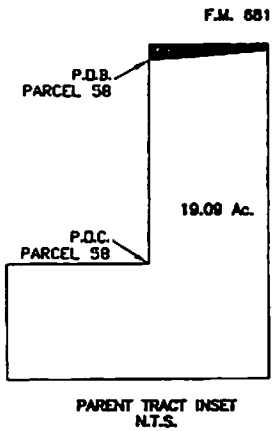



SCALE: 1" = 100.00'

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.




PARENT TRACT INSET
N.T.S.

| NUMBER | DELTA ANGLE | RADIUS | CHORD LENGTH | CHORD DIRECTION | TANGENT | ARC LENGTH |
|---|---|---|---|---|---|---|
| C36 | 02°28'56" | 8075.00 | 349.81 | N 85°46'38" W | 174.94 | 349.83 |
| C37 | 00°44'04" | 7925.00 | 101.59 | N 86°39'04" W | 50.79 | 101.59 |

| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L83 | S 08°31'53" W | 27.97' |

LEGEND:

| | | | |
|---|---|---|---|
| SIGN | | RIGHT-OF-WAY POST | ⊡ |
| MANHOLE (TELEPHONE) | Ⓣ | CHAINLINK FENCE | —X— |
| TRAFFIC SIGNAL LIGHT POLE | ● | WOOD FENCE | —// |
| TELEPHONE PEDESTAL | ▣ | FOUND 1/2" IRON ROD | ● |
| LIGHT POLE | ● | FOUND IRON PIPE | o |
| WATER METER | Ⓦ | SET # 5 24" IRON ROD WITH PLASTIC CAP | IRS |
| FIRE HYDRANT | ◇ | STAMPED "CVQ LS" | |
| GUY | x | FOUND 1/2" IRON ROD | IRF |
| POWER POLE | Ⓟ | OVERHEAD POWER | —OH— |

**RIGHT OF WAY SKETCH SHOWING PROPERTY OF**

HIDALGO COUNTY

A LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

CARLOS VASQUEZ, R.P.L.S. 4608


LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547



JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
410 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1388


REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

| DIST. NAME | PLAT OF SURVEY | COUNTY |
|---|---|---|
| PHARR | FM 681 AND FM 2221 | HIDALGO |
| ACCOUNT NO. | RCSJ No. 0669-01-052 | DATE OF SURVEY: 07/13/09 |
| EXISTING: 19.09 Ac. | ROW TAKING: 0.489 Ac. (21,289 Sq Ft) | REMAINING: 18.601 Ac. RIGHT |
| | | SHEET: 3 OF 3 |

## SCHEDULE A

GF No. or File No.: 3139993

Effective Date of Commitment: September 16, 2010 at 8:00 a.m.

Closer: Matthew Wilson (956) 682-8321

Issued: September 23, 2010 at 8:00 a.m.

1. The policy or policies to be issued are:

a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1))
Policy Amount:
PROPOSED INSURED:
(Not applicable for improved one-to-four family residential real estate

b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1 R)
Policy Amount: $10,000.00
PROPOSED INSURED: STATE OF TEXAS

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower: STATE OF TEXAS

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

f. OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

HIDALGO COUNTY, TEXAS

4. Legal description of land:

A tract of land containing 0.489 acre (21,289 square feet), situated in Hidalgo County, Texas and also being a part or portion of Lot 48-3, **WEST ADDITION TO SHARYLAND SUBDIVISION**, recorded in Volume 1, Page 56, H.C.M.R., and said 0.489 acre (21,289 square feet) also being a part or portion of a 19.090 Acre tract of land deeded to Hidalgo County, recorded in Document # 1810864, H.C.D.R., by Leonel G. and Maria N. Bazan, on September 28, 2007, and said 0.489 acre (21,289 square feet) also being more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF PARCEL 58

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

GF No. 3139993

# SCHEDULE B
## EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~

   Deleted

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 1939 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 1939 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee (T-2) Policy only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance. (T-2R)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. Rights of Parties in Possession (OWNER'S POLICY ONLY)
b. Right-of-Way Easement granted to Southwestern Bell Telephone, by instrument dated August 12, 1986, recorded in Volume 2328, Page 708, Official Records of Hidalgo County, Texas.

c. Right-of-Way Easement granted to Central Power and Light Company, by instrument dated October 4, 1949, recorded in Volume 698, Page 280, Deed Records of Hidalgo County, Texas.

d. Water Service Agreement granted to Sharyland Water Supply Corporation, a Texas Corporation, by instrument dated July 5, 2005, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 6, 2005, under Clerk's File No. 1492988.

e. Easements and conditions as shown on the Map recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

f. Easements, rights, rules, and regulations in favor of Hidalgo County Water Control and Improvement District No. 7.

g. Easements, or claims of easements, which are not of public record.

h. Oil and Gas Lease dated April 27, 1984, from Jo Ann Lasley and husband, Claude D. Lasley to Clayton Williams, Jr. recorded in Volume 1987, Page 754, Official Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument.

i. Oil and Gas Lease dated February 21, 2006, from Jo Ann Lasley to Smith Production, Inc., filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 8, 2005, under Clerk's File No. 1625006. Title to said Lease not checked subsequent to date of aforesaid instrument.

j. All oil, gas, and other minerals reserved by prior grantors and/or predecessors in title as shown in Deed dated July 15, 2005, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 8, 2005, under Clerk's File No. 1506431. Title to said interest not checked subsequent to the date of aforesaid instrument.

k. Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.

l. This policy specifically excepts to any and all taxes which are either due or may be due against the herein property.

# SCHEDULE C

Your Policy will not cover loss, costs, attorneys fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   - there is legal right of access to and from the land,
   - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Article (9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.

6. Upon sale of subject property, you should secure executed letter from the Purchasers stating that they are aware of the Commissioners' Court Subdivision Regulations and of the City's Zoning Ordinances and Subdivision Regulations.

7. Company reserves the right to revise any proposed insuring provision herein upon its review of additional documentation or information, including, but not limited to, a qualifying survey.

8. Beginning January 1, 2004 (as modified January 2007), all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

9. In accordance with Procedural Rule P.30 (Guaranty Assessment Recoupment Charge), a fee of $5.00 for each Policy issued must be collected and

disclosed on the closing/settlement statement. This fee must be sent to this Title Company at time of closing.

10. REQUIRE payment of 2009 and previous years' taxes against the herein property, if any due, and REQUIRE tax certificates indicating that same have been paid.

FORM: Commitment for Title Insurance (T-7)

Form Prescribed by Texas Department of Insurance (02-01-10)

GF Number: 3139993

# SCHEDULE D

The following entities own more than 10% of Fidelity National Title Insurance Company, a California corporation. Listed also are the Directors and Officers of Fidelity National Title Insurance Company:

Owners of 10% or more of Fidelity National Title Insurance Company: Fidelity National Financial, Inc.

OFFICERS: William P. Foley II, CEO/Chairman
Patrick F. Stone, President
Frank P. Willey, Executive Vice President
Carl A. Strunk, Executive Vice President, Treasurer & CFO
Ronald R. Maudsley, Executive Vice President, Regional Manager
Andrew F. Puzder, Executive Vice President, General Counsel
M'Liss Jones Kane, Senior Vice President, Secretary

DIRECTORS: William P. Foley II, Frank P. Willey, Patrick F. Stone, Carl A. Strunk, Raymond R. Quirk

As to Sierra Title of Hidalgo County, Inc. (Title Insurance Agent), the following disclosures are made:

B-1. If Agent is a corporation, the shareholders owning or controlling, directly or indirectly 1% or more of the shares of Agent as of the last day of the year preceding the date hereinabove set forth are as follows (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent): James M. Moffitt, D. M. Nelson, LTD., John Robert King Elizabeth King, W. D. Moschel, Richard L. Moore, Sadie Friedrichs, Ray Toland.

B-2. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning 10% or more of those entities referred to in item no. B-1 hereinabove as of the last day of the year preceding the date hereinabove set forth are as follows: Dallas M. Nelson.

B-3. If Undersigned Agent is a corporation, the following is a list of the members of the Board of Directors, as of the last day of the year preceding the date hereinabove set forth: James M. Moffitt, Richard L. Moore, W. D. Moschel, Dallas Nelson, John Robert King.

B-4. If the Agent is a corporation, the names of any directors, president, executive or senior vice president, secretary and treasurer if any of the Title Insurance Agent are as follows:

| | | | |
|---|---|---|---|
| John Robert King | Chief Executive Officer | Richard L. Moore | Secretary / Treasurer |
| Elizabeth Anné King | Chief Operations Officer | James M. Moffitt | Chairman of the Board |
| W.D. Moschel | Vice President | | |

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated* title premium is:

| | |
|---|---|
| Owner's Policy | $229.00 |
| Loan Policy | |
| Endorsement Charges | |
| Other | |
| **Total** | **$229.00** |

Of this total amount $ _____ or 15 % (complete one only) will be paid to Fidelity National Title Insurance Company; $ _____ or ____% (complete one only) will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

| Amount | | Paid to | Services |
|---|---|---|---|
| $ _____ or | % (complete only one) | | |
| $ _____ or | % (complete only one) | | |
| $ _____ or | % (complete only one) | | |

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

GF No. 3139993

## DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

I request deletion of the Arbitration provision.

SIGNATURE: _____ DATE: _____

Fidelity National Title Insurance Company

FT (6/2001)
File No. 3139993

# Fidelity National Title Insurance Company
## Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Fidelity National Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

PREPARED BY THE

OFFICE OF THE
ATTORNEY GENERAL OF TEXAS

This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you about its interest in taking your property.
5. The entity proposing to take your property must provide you with an assessment of the adequate compensation for your property.
6. The entity proposing to take your property must make a good faith offer to buy the property before it files a lawsuit to condemn the property.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

## CONDEMNATION PROCEDURE

Eminent Domain is the ability of certain entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity authorized by law to do so. Your property may be taken only for a public use. That means it can only be taken for a purpose or use that serves the general public. However, Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages, if any, to your remaining property caused by the acquisition itself or by the way the condemning entity will use the property.

## HOW THE TAKING PROCESS BEGINS

The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before or at the same time the entity first represents in any manner to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person in whose name the property is listed on the most recent tax roll at least seven days before the entity makes a final offer to acquire your property.

Third, the condemning entity must make a good faith offer to purchase the property. The condemning entity's offer must be based on an investigation and an assessment of adequate compensation for the property. At the time the offer is made, the governmental condemning entity must disclose any appraisal reports it used to determine the value of its offer to acquire the property. You have the right to either accept or reject the offer made by the condemning entity.

## CONDEMNATION PROCEEDINGS

If you and the condemning entity do not agree on the value of the property being taken, the entity may begin condemnation proceedings. Condemnation is the legal process for the taking of private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, the intended public use, the name of the landowner, a statement that the landowner and the condemning entity were unable to agree on the value of the property, and that the condemning entity provided the landowner with the Landowner's Bill of Rights statement.

## SPECIAL COMMISSIONERS' HEARING

After the condemning entity files a claim in court, the judge will appoint three landowners to serve as special commissioners. These special commissioners must live in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The special commissioners are not authorized to decide whether the condemnation is necessary or if the public use is proper. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place and provide you written notice of that hearing.

You are required to disclose to the governmental condemning entity, at least ten days before the special commissioners' hearing, any appraisal reports used to determine your opinion about adequate compensation for the property. You may hire an appraiser or real estate professional to help your determine the value of your private property. You may also hire an attorney regarding these proceedings.

At the hearing, the special commissioners will consider evidence on the value of the property, the damages to remaining property, any value added to the remaining property as a result of the project, and the uses to be made of the property being taken.

## SPECIAL COMMISSIONERS' AWARD

After hearing evidence from all interested parties, the special commissioners will determine the amount of money to be awarded as adequate compensation. You may be responsible for the costs if the Award is less than or equal to the amount the condemning entity offered before the condemnation proceeding began. Otherwise, the condemning entity will be responsible for the costs. The special commissioners will give a written decision to the court that appointed them. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties.

After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay you the amount of the Award or deposit the amount of the Award into the registry of the court. You have the right to withdraw the deposited funds from the registry of the court.

## OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD

If either you or the condemning entity is dissatisfied with the amount of the Award, either party can object to the Award by filing a written statement of objection with the court. If neither party timely objects to the Award, the court will adopt the Award as the final judgment of the court. If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner as other civil cases.

If you object to the Award and ask the court to hear the matter, you have the right to a trial by judge or jury. The allocation of costs is handled in the same manner as with the special commissioners' Award. After that trial, either party may appeal any judgment entered by the court.

## DISMISSAL OF THE CONDEMNATION ACTION

A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

You may also file a motion to dismiss the condemnation proceeding on the ground that the condemning entity did not have the right to condemn the property, including a challenge as to whether the property is being taken for a public use. If the court grants your motion, the court may award you reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

## RELOCATION COSTS

If you are displaced from a residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving personal property from the residence or relocating the business to a new site. You are not entitled to these relocation costs if they are recoverable under another law. If you are entitled to these costs, they cannot exceed the market value of the property being moved and can only be reimbursed for moving distances within 50 miles.

## RECLAMATION OPTIONS

If private property was condemned by a governmental entity, and the purpose for which the property was acquired is canceled before the 10th anniversary of the date of the acquisition, you may have the right to seek to repurchase the property for the fair market value of the property at the time the public use was canceled. This provision does not apply to property acquired by a county, a municipality, or the Texas Department of Transportation.

## DISCLAIMER

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

## ADDITIONAL RESOURCES

Further information regarding the procedures, timelines and requirements outlined in this document can be found in Chapter 21 of the Texas Property Code.

**AI-27800** **15. D.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Joe Pena, ROW **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## CAPTION

Requesting approval for reimbursement of travel expenses to Jose Pena, Right of Way Director in the amount of $ 440.52 while attending Texas Transporation Commission Hearing in Austin, Texas on June 29-30, 2011

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-260-001-0-583

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

**BUDGETARY IMPACT:**

Available funds as of 07/28/11.

## Attachments

travel

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 10:02 AM |
| Olga Garza | Olga Garza | 07/28/2011 04:32 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 04:02 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Monica Badillo Started On: 07/28/2011 09:43 AM

Final Approval Date: 07/29/2011

# HIDALGO COUNTY, TEXAS
## APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 06/24/11
TOTAL NUMBER OF EMPLOYEES TRAVELING:

DEPARTMENT NAME: RIGHT OF WAY DEPARTMENT
NAME & TITLE OF EMPLOYEE(S) TRAVELING: JOSE N. PENA

### EVENT INFORMATION

| | | | |
|---|---|---|---|
| TITLE OF EVENT: | TEXAS TRANSPORTATION COMMISSION | | |
| EVENT DATE(S) FROM: | 06/30/11 | TO: | 06/30/11 |
| DEPARTURE DATE: | 06/29/11 | RETURN DATE: | 06/30/11 |
| LOCATION OF EVENT: CITY: | AUSTIN | STATE: | TEXAS |

### PURPOSE OF TRAVEL

**Place an "X" by the applicable purpose of the trip.**

- ____ To obtain statutorily required continuing professional education.
- ____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- X To participate in professional organizations related to the employee or official's job assignment.
- ____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ____ To pursue the County's interests in litigation or criminal justice.
- ____ To promote the economic development interests of the County.
- X To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

### JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

| SUMMARY OF ESTIMATED TRAVEL EXPENSES | ESTIMATED EXPENSES | (DBM USE ONLY) FUNDS AVAILABLE BALANCE |
|---|---|---|
| 1. REGISTRATION FEE(S) | $ - | |
| Subtotal for Object Code 584 | $ - | $ |
| 2. AIRFARE- ROUNDTRIP COACH FARE ONLY | $ - | |
| 3. TAXI FARE | $ - | |
| 4. BUS FARE | $ - | |
| 5. RENTAL CAR | $ - | |
| 6. GASOLINE/DIESEL/FUEL | $ - | |
| 7. MILEAGE REIMBURSEMENT | $ 358.53 | |
| 8. TELEPHONE CALLS | $ - | |
| 9. PARKING | $ 12.99 | |
| 10. LODGING | $ - | |
| 11. MEALS | $ 69.00 | |
| 12. OTHER EXPENSES | $ - | |
| Subtotal for Object Code 583 | $ 440.52 | |
| 13. TOTAL ESTIMATED TRAVEL EXPENSES | $ 440.52 | $ |

**MODE OF TRAVEL** (Place an "X" by applicable mode of travel)

| | |
|---|---|
| AIRFARE* | |
| BUS** | |
| Rental Car** | |
| County Vehicle** | |
| Private Vehicle** | X |
| OTHER** (Specify) | |

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

**ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)**

**I certify that:**

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- ____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

| APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: | DATE: | DEPARTMENT CONTACT PERSON: | PHONE NO.: |
|---|---|---|---|
| | 6/24/11 | Sandra Garcia | 283-8134 |

**FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:**

- ____ TRAVEL IS **APPROVED** for the individuals listed below:
- ____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

| REVIEWED BY (PRINT NAME): | DATE: | REVIEWER'S SIGNATURE: | PHONE NO.: |
|---|---|---|---|
| M Carreon | 7/27/11 | | |

| DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME): | DATE: | SIGNATURE OF DBM DEPARTMENT HEAD: |
|---|---|---|
| | | |

COUNTY AUDITOR'S FORM T.1.1 (01/10)

# jose

**From:** jose [jose.pena@co.hidalgo.tx.us]

**Sent:** Friday, June 24, 2011 4:07 PM

**To:** Benny Rodriguez (benito.rodriguez@co.hidalgo.tx.us); Bobby Villarreal (roberto.villarreal@co.hidalgo.tx.us); Carlos Moreno (Carlos.Moreno@co.hidalgo.tx.us); Daniel Guzman; Eduardo Z. Gonzalez; Gloria Beltran (gabeltran@yahoo.com); Godfrey Garza (g.g@hcdd1.org); Guadalupe Rodriguez (E-mail) (guadalupe.rodriguez@co.hidalgo.tx.us); humberto.garza@co.hidalgo.tx.us; Leonel Garza III; (mona.parras@co.hidalgo.tx.us); raul.lozano@co.hidalgo.tx.us; Roy Gonzales (roy.gonzales@co.hidalgo.tx.us); Sandra. Garcia@co. hidalgo. tx. us (Sandra.Garcia@co.hidalgo.tx.us); Luana Gonzalez

**Cc:** Greg Kazen (gskazen@atlashall.com); Michael Leo; sergio; Stephen L. Crain; Valde; Rick Alvarez (ricardo.alvarez@co.hidalgo.tx.us)

**Subject:** Scan001 (4).PDF

**Attachments:** Scan001 (4).PDF

Ladies & Gentlemen:

Attached please find some very interesting reading material that will affect ROW acquisition, the Texas Transportation Commission will be discussing this matter next Thursday at their regular meeting. My plans are to attend the meeting and get first hand information regarding this Act that takes effect on September 1, 2011.

Should you have any question or comments please feel free to call.

Thanks,
Joe Pena

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:** 07/21/2011

**TO:** Sandra Garcia

**DEPARTMENT:** (260) RIGHT OF WAY

**FROM:** Peggy Young

**PHONE:** (956)-318-2511 ext 4621

**REFERENCE:** PENA, JOSE N. Invoice #06/29-30/11

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #06/29-30/11*** 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.,: Please provide a copy of Mr. Pena's driver's license and proof of insurance in order to be paid for mileage.
  Also, your department is to obtain approval from the Department of Budget and Management prior to all travel. Please attach the form T-1 "application for official travel" and return to the auditor's office for payment. If approval was not given before the travel took place, this reimbursement must be placed as a claim on Commissioners' Court.
- ☐ OTHER:
- ☐ COMMENTS / RECOMMENDATION:

Returned w/ corrections & additional information.

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.

no PO encumbered for this trip. need DBM - application for official travel form.

# HIDALGO COUNTY, TEXAS

## OUT - OF - COUNTY

## FINAL TRAVEL EXPENSE CLAIM

RECEIVED JUL 2011 HIDALGO COUNTY AUDITOR'S OFFICE

| | | | |
|---|---|---|---|
| EMPLOYEE NAME : | JOSE N. PENA | DEPARTMENT: | RIGHT OF WAY |
| TRAVEL TO CITY : | AUSTIN | STATE: | TEXAS |
| DEPARTURE DATE: | 6/29/2011 | RETURN DATE: | 6/30/2011 |
| TIME OF DEPARTURE: | 11:00 AM | TIME OF RETURN: | 10:00 PM |

PURPOSE OF TRIP : ATTENDING THE TRANSPORTATION COMMITTEE MEETING ON NEW CHANGES TO THE PROCEDURES IN ACQUIRING RIGHT OF WAY

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

| DESCRIPTION OF TRIP | DATES OF TRAVEL FOR YEAR 2011 | | | | | | |
|---|---|---|---|---|---|---|---|
| | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | |
| | 6/29 | 6/30 | 7/1 | 7/2 | 7/3 | 7/4 | TOTALS |
| Airline / Bus / Train | | | | | | | $ - |
| Car Rental | | | | | | | - |
| Gasoline for Car Rental | | | | | | | - |
| Personal Car Mileage ODOMETER READINGS: | Beginning Mileage: | 39,575 | Ending Mileage: | 40,221 | TOTAL MILEAGE: 646 | (MILEAGE RATE) 0.555 | 358.53 |
| 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 | 12.99 | | | | | | 12.99 |
| 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) | 1 | | | | | | |
| With Receipts = 1 / Without Receipts = 2 | 2 | 2 | | | | | |
| Breakfast ($9 per diem) | | | | | | | |
| Lunch ($12 per diem) | | | | | | | |
| Dinner ($18 per diem) | | | | | | | |
| Total Actual Meal Expense | - | - | - | - | - | - | |
| Total Allowable Meal Expense per County Policy (County Employee) | 30.00 | 39.00 | | | | | 69.00 |
| Other (Please explain below): | | | | | | | - |
| Explanation Notes: | | | | | | | |

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 |
|---|---|---|---|
| LA QUINTA INN | HOTEL | 660411 | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | $ - |

| | |
|---|---|
| TOTAL FROM T-4 CONTINUATION FORM | - |
| TOTAL ALLOWABLE EXPENDITURES | $ 440.52 |
| AMOUNTS ADVANCED TO EMPLOYEE ON : | |
| | $ - |
| TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE | - |
| REMIT TO ME | $ 440.52 |
| 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.

EMPLOYEE SIGNATURE — DATE 7/19/11

APPROVED BY: DIVISION DIRECTOR/SUPERVISOR — DATE 7/19/11

APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

1-1200-431-00-260-001-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (07/11)

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

Texas Department of Transportation

**INTERNET ADDRESS:**
http://www.txdot.gov

# AGENDA

## TEXAS TRANSPORTATION COMMISSION

**State Capitol**
**Capitol Extension Auditorium, E1.004**
**Austin, Texas 78701-2483**

**THURSDAY**
**June 30, 2011**

**9:00 A.M. CONVENE MEETING**

1. **Approval of Minutes** of the May 26 meeting of the Texas Transportation Commission

2. **Reports/Discussion Items**
   a. Update on TxDOT's modernization project
      *At the February commission meeting, senior staff was assigned to lead TxDOT's Modernization Initiative based on the implementation of the Restructure Council's recommendations. An update will be presented on the status of this initiative, including a presentation of the high-level implementation plan required by TxDOT's Sunset legislation.*
   b. Update on recently enacted legislation that affects the operation of the department
      *The 82nd Legislature adjourned Sine Die on May 30th and the governor's veto period ended on June 19. Staff will provide a general overview of the major legislation enacted that impacts the operation of the department.*
   c. Discussion of options for the establishment of eligibility, prioritization, and selection criteria for highway improvement projects to be funded using the proceeds from bonds, notes, and other public securities issued under Transportation Code, Section 222.004, known as Proposition 12 bonds, as well as undistributed funds from the State Highway Fund (Fund 6)
      *The commission may issue general obligation bonds, notes, and other public securities for the purposes of paying all or part of the cost of highway improvement projects. For FY 2012-2013, the legislature appropriated $3 billion of Proposition 12 bond proceeds to cover right of way, engineering and progress payments for highway improvement projects. In addition to these funds, approximately $486 million from Fund 6 were not distributed when the commission adopted the 2012 Unified Transportation Program during their May 26, 2011 meeting. The staff has briefed the commission on the limitations and restrictions placed on the use of these funds and was directed to work with the state's transportation planning partners to develop a recommendation on the guiding principles to use to identify, prioritize and select projects that may be funded with these available funds. The staff will present this recommendation to the commission and seek its direction on developing a plan for the use of these funds.*

mapquest

Notes

**Trip to:**
1100 Congress Ave
Austin, TX 78701
**323.11 miles**
**5 hours 37 minutes**

| | | Miles Per Section | Miles Driven |
|---|---|---|---|
| | **2401 N Moorefield Rd**<br>Mission, TX 78574-7043 | | |
| | 1. Start out going SOUTH on MOOREFIELD RD / N MOOREFIELD RD toward S JOSHUA DR. | **Go 0.3 Mi** | 0.3 mi |
| | 2. Take the 2nd RIGHT onto W GRIFFIN PKWY / E VETERANS BLVD / FM-495 / MILE 1 RD N. Continue to follow E VETERANS BLVD / FM-495 / MILE 1 RD N.<br>*If you reach 22ND ST you've gone about 0.1 miles too far* | **Go 0.5 Mi** | 0.8 mi |
| | 3. Take the 2nd LEFT onto N LA HOMA RD / FM-2894.<br>*If you reach E CHAMPION LN you've gone a little too far* | **Go 0.3 Mi** | 1.0 mi |
| | 4. Turn LEFT onto E FRONTAGE RD / US-83 E.<br>*E FRONTAGE RD is just past W FRONTAGE RD* | **Go 0.3 Mi** | 1.4 mi |
| EAST 83 | 5. Merge onto US-83 E via the ramp on the LEFT. | **Go 11.9 Mi** | 13.2 mi |
| NORTH 281 | 6. Merge onto US-281 N toward EDINBURG. | **Go 165.1 Mi** | 178.3 mi |
| NORTH 37 | 7. Merge onto I-37 N. | **Go 61.2 Mi** | 239.5 mi |
| 133 EXIT / NORTH 410 LOOP | 8. Merge onto I-410 N / I-410-LOOP N via EXIT 133. | **Go 14.0 Mi** | 253.6 mi |
| NORTH 35 | 9. Merge onto I-35 N. | **Go 68.7 Mi** | 322.2 mi |
| 235A EXIT | 10. Take EXIT 235A toward UNIV OF TEXAS / 15TH & MLK BLVD / STATE CAPITOL. | **Go 0.2 Mi** | 322.4 mi |

| | | | |
|---|---|---|---|
| | 11. Turn SLIGHT LEFT onto I-35 N. | **Go 0.04 Mi** | 322.5 mi |
| | 12. Turn LEFT onto E 15TH ST.<br>*E 15TH ST is just past E 14TH ST* | **Go 0.5 Mi** | 323.0 mi |
| | 13. Turn LEFT onto CONGRESS AVE.<br>*CONGRESS AVE is just past BRAZOS ST* | **Go 0.04 Mi** | 323.0 mi |
| | 14. Turn RIGHT to stay on CONGRESS AVE. | **Go 0.08 Mi** | 323.1 mi |
| | 15. 1100 CONGRESS AVE is on the RIGHT.<br>*If you reach W 12TH ST you've gone about 0.1 miles too far* | | 323.1 mi |
| B | **1100 Congress Ave**<br>Austin, TX 78701 | **323.1 mi** | **323.1 mi** |

Total Travel Estimate: **323.11 miles - about 5 hours 37 minutes**

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Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

**FREE GPS** for your iPhone or Android. mobile.mapquest.com/app»

Google maps

**Directions to 1100 Congress Ave, Austin, TX 78701**
**323 mi** – about **5 hours 34 mins**

**Save trees. Go green!**
Download Google Maps on your phone at **google.com/gmm**

A 2401 N Moorefield Rd, Mission, TX 78574

| | | |
|---|---|---|
| | 1. Head **east** toward **Moorefield Rd/Morefield Rd** | go 338 ft<br>total 338 ft |
| | 2. Turn right onto **Moorefield Rd/Morefield Rd**<br>About 1 min | go 0.2 mi<br>total 0.3 mi |
| | 3. Take the 2nd right onto **E Veteran Blvd**<br>About 1 min | go 0.5 mi<br>total 0.8 mi |
| | 4. Take the 2nd left onto **Lahoma Dr**<br>About 2 mins | go 0.3 mi<br>total 1.1 mi |
| | 5. Turn left onto **U.s. 83 Frontage Rd S**<br>About 1 min | go 0.3 mi<br>total 1.4 mi |
| 83 | 6. Take the ramp on the left onto **US-83 E**<br>About 12 mins | go 11.8 mi<br>total 13.2 mi |
| 281 | 7. Take the exit onto **US-281 N** toward **Edinburg**<br>About 2 hours 52 mins | go 165 mi<br>total 178 mi |
| 37 | 8. Take the ramp onto **I-37 N/US-281 N**<br>Continue to follow I-37 N<br>About 1 hour 3 mins | go 61.1 mi<br>total 239 mi |
| 410 | 9. Take exit **133** to merge onto **I-410 N**<br>About 14 mins | go 14.0 mi<br>total 253 mi |
| 35 | 10. Continue onto **I-35 N**<br>About 1 hour 5 mins | go 68.6 mi<br>total 322 mi |
| | 11. Take exit **235A** toward **Univ of Texas/15th Blvd/Martin Luther King Blvd/State Capitol** | go 0.2 mi<br>total 322 mi |
| | 12. Merge onto **I-35 Frontage Rd** | go 240 ft<br>total 322 mi |
| | 13. Turn left onto **E 15th St**<br>About 3 mins | go 0.5 mi<br>total 323 mi |
| | 14. Turn left onto **N Congress Ave**<br>Destination will be on the right | go 213 ft<br>total 323 mi |

B 1100 Congress Ave, Austin, TX 78701

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2011 Google, INEGI

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

LA QUINTA INNS & SUITES

LA QUINTA INN AUSTIN CAPITOL
300 EAST 11TH STREET
AUSTIN, TX 78701
512-476-1166

**PENA, JOSE**
**2812 s business hwy 281**
**edinburg, TX 78539**
**Company: TEXAS STATE RATES**

**Folio#:** 0907160434
**Room:** 347
**Arrival:** 06/29/11
**Departure:** 06/30/11
**Returns Club No :**
**Voucher/Ship/PO:**

| Trans # | Date | Description | Charges | Payments | Balance |
|---|---|---|---|---|---|
| 701886 | 6/29/2011 | PARKING-TX SALES TAX INC. | $12.99 | $0.00 | $12.99 |
| 702015 | 6/29/2011 | Rm: 347 TXSTAT - Texas State Employee | $85.00 | $0.00 | $97.99 |
| 702016 | 6/29/2011 | TAX - OCCUPANCY - CITY | $7.65 | $0.00 | $105.64 |
| 702017 | 6/29/2011 | TAX - OCCUPANCY - STATE | $5.10 | $0.00 | $110.74 |
| 702090 | 6/30/2011 | CC PMT - MASTER CARD | $0.00 | $110.74 | $0.00 |
| | | | | **Balance:** | **$0.00** |

**Method of Pay:** Credit Card: MC - ... 5663

**Signature:**

THANK YOU
WE APPRECIATE YOUR BUSINESS

**AI-27759** **16. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

## CAPTION

1. Final Approval:
a. Mile 6 Acres Subdivision – Pct. 1 (Jorge Gonzalez)

2. Final Approval with Financial Guarantee:
a. Riviera Ranches No. 2 Subdivision – Pct. 1 (Richard Garza)

## BACKGROUND

### Attachments

Mile 6 Acres; Final

Mile 6 Acres; Plat

Riviera Ranches Phase 2; Final

Riviera Ranches Phase 2; Plat

### Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 02:39 PM |
| Ivan Cantu | Ivan Cantu | 07/28/2011 07:50 AM |
| Olga Garza | Olga Garza | 07/28/2011 09:51 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:39 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Nora Cavazos Started On: 07/27/2011 01:55 PM

Final Approval Date: 07/29/2011

# 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 27, 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.

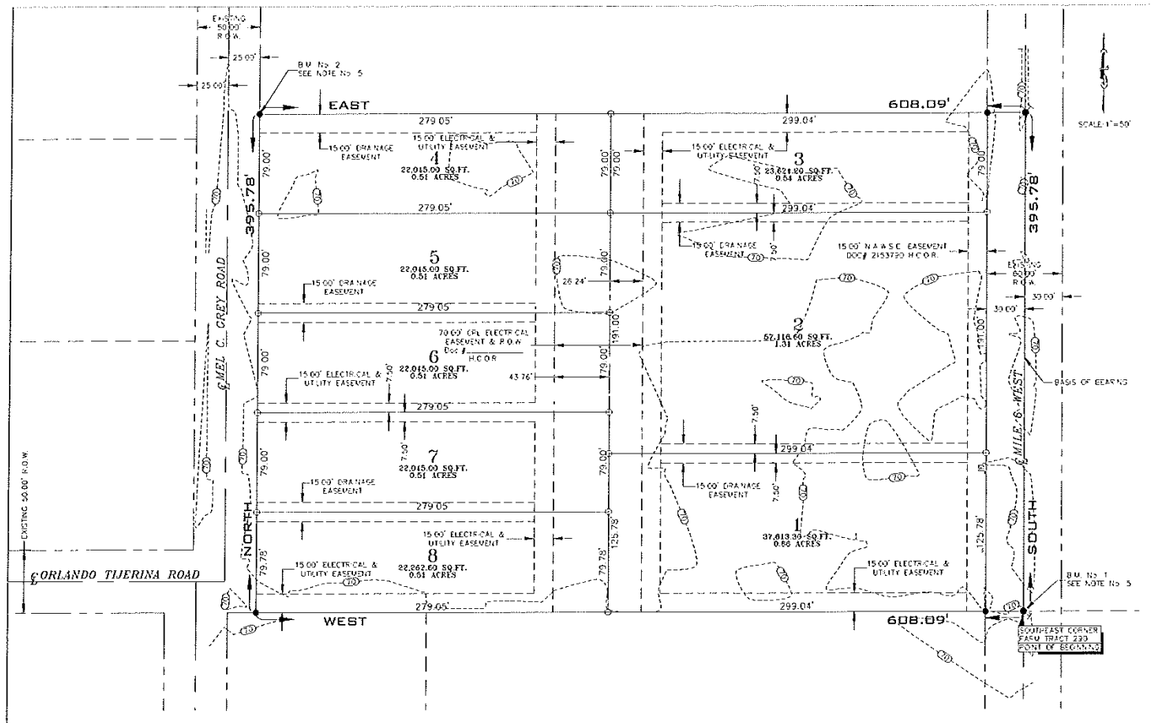
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. The septic tank system has been installed, inspected and can be expected to function satisfactorily.

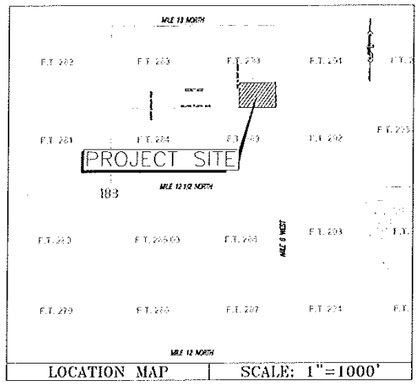
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 6 Wes Road that will serve as the primary source of water for the proposed development.

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 220, 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, APPROXIMATELY 1.5 MILES EAST OF THE CITY LIMITS OF WESLACO, AND APPROXIMATELY 1.5 MILES SOUTH OF THE CITY LIMITS OF LA VILLA. THE SUBDIVISION IS LOCATED APPROXIMATELY 3,200 FEET EAST OF MILE 6 WEST ROAD AND APPROXIMATELY 1,320 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 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

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. CARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

NORTH ALAMO WATER SUPPLY CORPORATION
RIGHT-OF-WAY EASEMENT:

FROM ALL WHO MAY PRESENTS, THAT THE UNDERSIGNED, GRANTORS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER COLLECTIVELY REFERRED TO AS "GRANTOR"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' N A DTH, 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' 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

GENERAL PLAT NOTES & RESTRICTIONS

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, HEALTH DEPARTMENT AND ZONING APPROVAL). INDIVIDUAL APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4 MINIMUM FINISHED FLOOR: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CROWN OF ROAD OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE OF DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. THE ELEVATION CERTIFICATE SHALL BE REQUIRED 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 ENGINEERS PLANS

BM. NO. 1: ELEV.=(NOW TO BE SET), NAVD. 83, DESCRIPTION: 60-D NAIL FOUND AT THE SOUTH-EAST CORNER OF PROPERTY.

BM. NO. 2: ELEV.=(NOW TO BE SET), 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 SUBDIVISION DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 6.63 CUBIC-FEET OR 0.01 ACRE-FEET OF STORM WATER RUNOFF DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL AND FEDERAL RULES AND 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 3=423 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 THE 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, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT SOD, LESS THAN 18 INCHES IN HEIGHT, AND GROUND COVER, GRASS, 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 SUBDIVISION RULES. BY SIGNING THIS PLAT OWNER/DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS AFFECTING THIS SUBDIVISION HAVE BEEN DISCLOSED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14 ALL OFF-STREET PARKING, LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CONNECTIONS SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCEPTANCE WITH COUNTY AND STATE.

15 ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS

16 ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLANS (SWPP) REQUIREMENTS REQUIRED BY TCEQ.

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 AREAS 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 THIS 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 REQUIRED 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 POLITICAL 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.

DATE OF PREPARATION: MAY 23, 2011

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 FARM LOT 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.I.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 1 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 |

RA 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 27, 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.

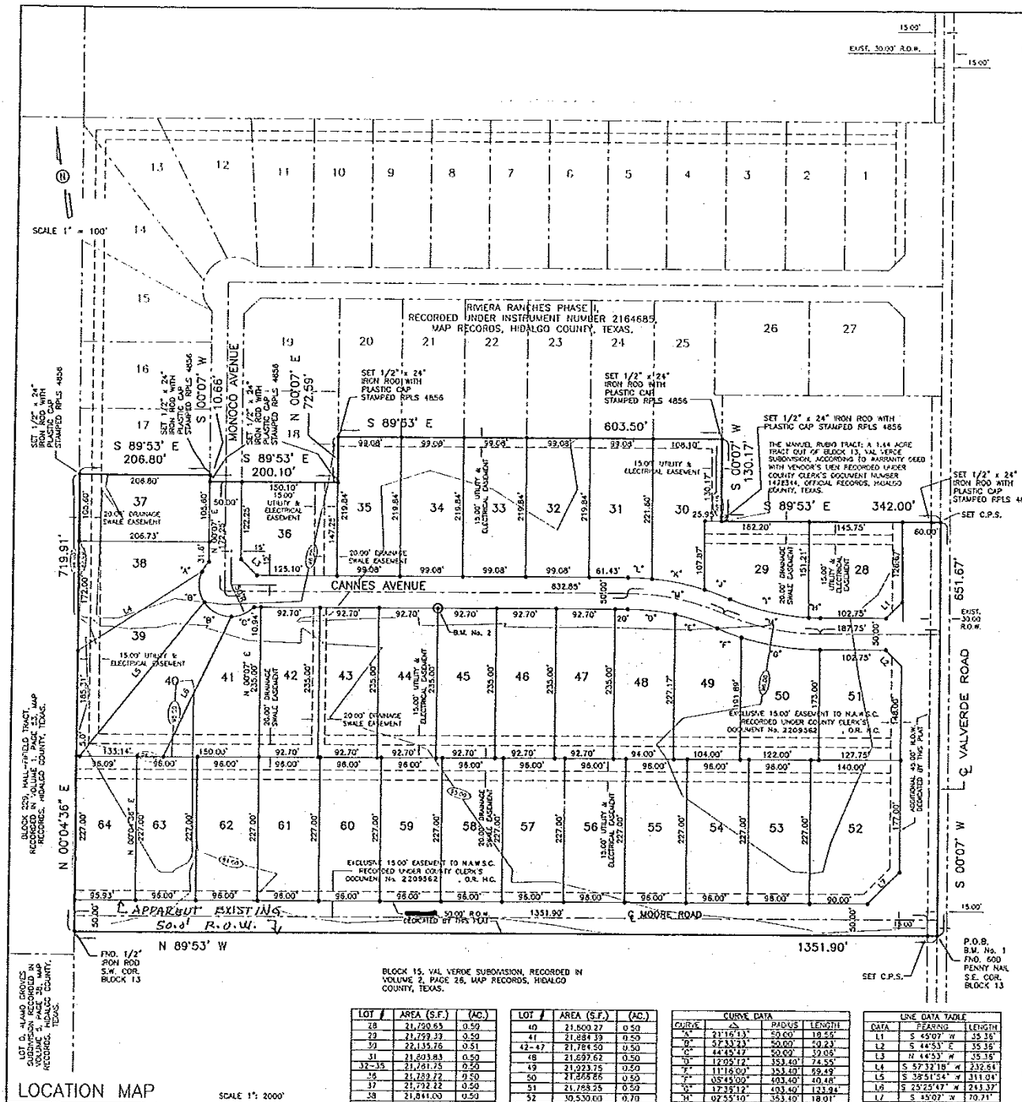
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Valverde Road that will serve as the primary source of water for the proposed development.

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.**




## 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 | 7.50 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 WITHIN 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 16,191.00 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 CONFORMS 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 AGAINST 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 APPROVAL WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN RIVIERA RANCHES PHASE II, THE COUNTY AND DRAINAGE DISTRICT MAY ABANDON THE EASEMENT AND PROPERTY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN RIVERA 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.

| 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 |

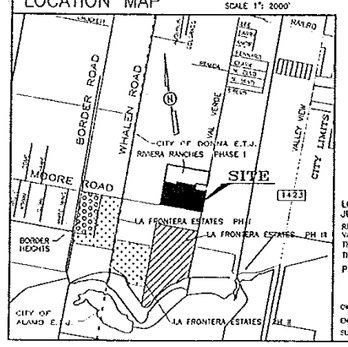
| LOT # | AREA (S.F.) | (AC.) |
|---|---|---|
| 40 | 21,800.27 | 0.50 |
| 41 | 21,884.39 | 0.50 |
| 42–47 | 21,784.50 | 0.50 |
| 48 | 21,697.62 | 0.50 |
| 49 | 21,923.75 | 0.50 |
| 50 | 21,565.85 | 0.50 |
| 51 | 21,755.25 | 0.50 |
| 52 | 30,530.00 | 0.70 |
| 53–63 | 21,792.00 | 0.50 |
| 64 | 21,791.44 | 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" | 353.40' | 74.99' |
| "E" | 11°16'09" | 353.40' | 69.49' |
| "F" | 08°45'00" | 403.40' | 40.48' |
| "G" | 17°35'12" | 403.40' | 123.84' |
| "H" | 02°55'10" | 353.40' | 18.01' |
| "I" | 20°26'02" | 353.40' | 126.04' |
| "J" | 16°04'39" | 403.40' | 45.23' |
| "K" | 11°55'14" | 403.40' | 83.93' |
| "L" | 05°21'26" | 403.40' | 37.70' |
| "M" | 33°31'14" | 178.40' | 104.24' |

| 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 | 232.64' |
| L5 | S 38°51'54" W | 311.04' |
| L6 | S 25°25'47" W | 213.37' |
| L7 | S 45°07' W | 70.71' |

## LOCATION MAP

SCALE 1": 2000'




HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVERA 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 RIVERA 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)3583–6395 | (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 |

## INDEX TO SHEETS

SHEET 1.– HEADING (NOTE): 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; HCID NO.1 AND DONNA IRR. DISTRICT CERTIFICATION; N.A.W.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; CONTRIBUTION DETAILS; REVISION NOTES.

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

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 4856 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 4856 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 4856 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 4856 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 DIRECTION UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4859

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 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 HEREINDESCRIBED 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 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 TO THE METES AND BOUNDS DESCRIBED IN THIS PLAT ARE TRUE 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–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

COUNTY OF HIDALGO
STATE OF TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

| No. | Date | Revision | By | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| RIVIERA RANCHES DONNA/RIVIERA RANCHES SUBDIVISION PH II/RIVIERA-PLAT PH II | | | | |
|---|---|---|---|---|
| DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY | SHEET NO. 1 OF 3 SHEETS |
| 12–22–2009 | LLPE | | | |
| DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY | |

**AI-27707** **17. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Comm. Pct. 1 **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**CAPTION**

Pct. 1 Sanitation (1100)/ Parks (1100)/ CRC (1100)/ Rd. Maintenance (1200):
1. Approval to delete the following vacant full-time positions:

| Dept. | Slot # | Position Title | Budgeted Salary |
|---|---|---|---|
| Parks | 0009 | Heavy Equipment Operator I | $26,607.00 |
| CRC | 0001 | Community Resource Center Coordinator | $32,000.00 |
| Sanitation | 0028 | Clerk III | $23,993.00 |
| Rd Maint. | 0020 | Heavy Equipment Operator III | $34,167.00 |
| Rd Maint. | 0021 | Maintenance III | $34,167.00 |
| Rd Maint. | 0045 | Heavy Equipment Operator III | $26,607.00 |
| Rd Maint. | 0047 | Truck Driver III | $26,334.00 |
| Rd Maint. | 0050 | Truck Driver III | $26,000.00 |
| Rd Maint. | 0054 | Heavy Equipment Operator I | $25,033.00 |

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

| Dept. | Slot # | Position Title | Budgeted Salary |
|---|---|---|---|
| Parks | 0023 | Truck Driver III | $29,458.00 |
| Parks | 0024 | Traffic Specialist I | $27,276.00 |
| Rd. Maint. | 0116 | Accounts Payable Specialist I | $28,231.00 |
| Rd. Maint. | 0117 | Mechanic II | $28,231.00 |
| Rd. Maint. | 0118 | Traffic Control Supervisor | $37,000.00 |
| Rd. Maint. | 0119 | Truck Driver II | $27,908.00 |
| Rd. Maint. | 0120 | Truck Driver III | $29,458.00 |
| Rd. Maint. | 0121 | Truck Driver II | $27,908.00 |
| Rd. Maint. | 0122 | Heavy Equipment Operator III | $33,582.00 |

3. Approval of interdepartmental transfer.
4. Approval of revised salary schedules.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 1100/1200 **ACCT. #:**

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

**BUDGETARY IMPACT:**

See attached fiscal notes & transfer for budgetary impact.

## Attachments

PARS

Job Descriptions

Fiscal Notes

Revised salary schedules

Interdept. transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Sylvia Solis (Originator) | Sylvia Solis | 07/29/2011 10:59 AM |
| Budget & Management | Merlen P. Munoz | 07/29/2011 11:24 AM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 04:51 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Sylvia Solis Started On: 07/26/2011

Final Approval Date: 07/29/2011

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 PARKS (121-013) DATE: 07/26/2011

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR I 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: $ 26,607.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (26,607.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7/28/11 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | E.A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR | 07.29.11 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/28/2011 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 PARKS (121-013) DATE: 07/26/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0023

REQUESTED POSITION TITLE: TRUCK DRIVER III

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 29,458.00 (Proposed Budgeted Salary) $ 29,458.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. HUMAN RESOURCES DIRECTOR (Ea Conley by Sylvia Rios) | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 PARKS (121-013) DATE: 07/26/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0024

REQUESTED POSITION TITLE: TRAFFIC SPECIALIST I

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 27,276.00 (Proposed Budgeted Salary) $ 27,276.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | E A Cotter per Sylvia Rios HUMAN RESOURCES DIRECTOR | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 CRC (121-050) DATE: 07/26/2011

CURRENT POSITION TITLE: COMMUNITY RESOURCE CENTER COORDINATOR 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: $ 32,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (32,000.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7/28/11 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | E a Copia by Sylvia Rios HUMAN RESOURCES DIRECTOR | 07.29.11 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/28/2011 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 SANITATION (121-001) DATE: 07/26/2011

CURRENT POSITION TITLE: CLERK III CURRENT SLOT. #: 0028

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: $ 23,993.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (23,993.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR (E A Cortez by Sylvia Rios) | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ⊟ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR III CURRENT SLOT. #: 0020

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: $ 34,167.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (34,167.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7/13/11 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | Entered by Sylvia Rios HUMAN RESOURCES DIRECTOR | 07.29.11 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/28/2011 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: MAINTENANCE III CURRENT SLOT. #: 0021

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: $ 34,167.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (34,167.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/23/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR E A Cortez by Sylvia Rios | DATE 09.29.11 | PERSONNEL PROCEDURES COMPLETED | ☒ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 9/29/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR III CURRENT SLOT. #: 0045

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 26,607.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (26,607.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR (E A Cortez by Sylvia Rios) | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: TRUCK DRIVER III CURRENT SLOT. #: 0047

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 26,334.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (26,334.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7/28/11 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | E A Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR | 07.29.11 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/28/2011 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: TRUCK DRIVER III CURRENT SLOT. #: 0050

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 26,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (26,000.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | Ed Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR | DATE 09.29.11 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 09/29/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD MAINT. (121-005) DATE: 07/07/2011

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR I CURRENT SLOT. #: 0054

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 25,033.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (25,033.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | E A Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 07/26/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0116

REQUESTED POSITION TITLE: ACCOUNTS PAYABLE SPECIALIST I

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,231.00 (Proposed Budgeted Salary) $ 28,231.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR Ed Cortez by Sylvia Rios | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 07/26/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0117

REQUESTED POSITION TITLE: MECHANIC II

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,231.00 (Proposed Budgeted Salary) $ 28,231.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

$ _____ Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☒ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/29/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 07/26/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0118

REQUESTED POSITION TITLE: TRAFFIC CONTROL SUPERVISOR

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 37,000.00 (Proposed Budgeted Salary) $ 37,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 07/26/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0119 & 0121

REQUESTED POSITION TITLE: TRUCK DRIVER II

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 27,908.00 x 2 (Proposed Budgeted Salary) $ 55,816.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR Ed Cortez by Sylvia Rios | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 07/26/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0120

REQUESTED POSITION TITLE: TRUCK DRIVER III

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 29,458.00 (Proposed Budgeted Salary) $ 29,458.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

$ _____ Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7/28/11 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 07-29-11 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/29/11 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 07/26/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0122

REQUESTED POSITION TITLE: HEAVY EQUIPMENT OPERATOR III

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 33,582.00 (Proposed Budgeted Salary) $ 33,582.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 7/28/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ■ YES | ☐ NO |
| 2. | E A Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR | DATE 07.29.11 | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 07/28/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HEAVY EQUIPMENT OPERATOR I

**GRADE: 03**

## GENERAL DESCRIPTION

Performs entry-level construction and maintenance work; Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, dump trucks, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

May assist during emergency situations such as floods, severe weather, and accidents

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

Ability to work effectively and cooperatively with other crewmembers

Performs other duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

One (1) year of related experience. Graduation from a high school or equivalent is generally preferred. Experience and education may be substituted for one another.

**Knowledge, Skills, and Abilities**

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; and to work effectively with the public

**Registration, Certification, and Licensure**

May be required to be licensed in a specialty area

May require a valid Texas driver's license and/or commercial driver's license

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# ELECTRICIAN I

**GRADE: 08**

## GENERAL DESCRIPTION

Performs moderately complex (journey-level) work in the maintenance and repair of electrical equipment and circuits; Work involves installing, replacing, and maintaining electrical systems, apparatus, components of machinery, and equipment; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Installs and repairs electrical systems, apparatus, and electrical components of machinery and equipment

Inspects and tests electrical equipment, lighting, and power circuits

Isolates defects in wiring, circuit breakers, fuses, switches, sockets, and other elements and replaces faulty switches, circuit breakers, fuses, sockets, and other elements of electrical systems

Interprets blueprints sketches and schematic drawing of electrical circuits

Identifies all electrical terms and symbols

Calculates electrical loads, wire sizes, and lengths, conduit size, circuit breaker and power panel requirements necessary to upgrade electrical systems to meet electrical load and local/state code requirements in both newer/older buildings and equipment systems

Mounts motors, transformers, and lighting fixtures into position and completes circuits according to diagram specifications

Repairs electrical circuits

Repairs magnetic starters and remote start-stop stations; operates and maintains high- and low-voltage switches; and installs rigid, thin wall, and flexible conduit

Wires circuits and cleans and tightens low voltage switch gears

Assists in the maintenance and renovation of electrical service

Performs related work as assigned

The above statements describe the general nature and level of work being performed by individuals assigned to this classification. This is not intended to be an exhaustive list of all responsibilities and duties required of personnel so classified

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three to Four (3-4) years of experience in electrical work to include major industrial/commercial experience in manufacturing environment or preventative maintenance/repairs in a building facilities environment; Graduation from a high school or equivalent, supplemented by vocational or special training in an electrical trade

### Certificates, Licenses, Registrations

Required as evidenced by a valid Journeyman's Electricians License and maintain such licensing requirements throughout employment.

### Knowledge, Skills, and Abilities

Knowledge of general principles and theory of electricity and of safety regulations

Skill in the use of tools

Ability to maintain proper ventilation and heating level, to make maintenance or electrical repairs, to diagnose malfunctioning units and maintain records

## PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is 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 50 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee will 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

# TRUCK DRIVER III

**GRADE: 07**

## GENERAL DESCRIPTION

Drive and safely operate a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads.

## EXAMPLES OF WORK PERFORMED

Inspects truck before and after trips and submits report indicating truck condition

Reads bill of lading to determine assignment

Fastens chain or binders to secure load on trailer during transit

Loads or unloads, or assists in loading and unloading truck

Works as member of two-person team driving tractor with sleeper bunk behind cab

Services truck with oil, fuel, and radiator fluid to maintain tractor-trailer

Obtains proper signatures or authorization for deliver and/or services

Inventories and inspects goods to be moved

Wraps goods using pads, packing paper, and containers, and secures load to trailer wall using straps

Gives directions to helper in packing and moving goods to trailer

Drives tractor-trailer combination, applying knowledge of commercial driving regulations, to transport and deliver products, livestock, or materials, usually over long distance

Maneuvers truck into loading or unloading position, following signals from loading crew as needed

Drives truck to weigh station before and after loading, and along route to document weight and conform to state regulations

Maintains driver log according to I.C.C. regulations

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

High School Diploma, GED or equivalent experience. Four to six (4-6) years related experience. Must have and maintain a valid driver's license and a Texas Class "A" CDL license.

### Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# TRAFFIC SPECIALIST I

**GRADE: 02**

## GENERAL DESCRIPTION

Operate complex, specialized heavy construction equipment involved in the maintenance and construction of County roads.

## EXAMPLES OF WORK PERFORMED

Operates different types of complex, specialized/heavy equipment

Performs road maintenance or construction related duties while operating equipment

Transports equipment and supplies to and from the job site

Ensures/implements and maintains traffic control standards at work site; inspects and manages precinct sign inventory and replacement

Performs routine maintenance on equipment or trucks and reports needed repairs

Maintains job site safety standards

May develop work schedules, evaluate lower level employees and prioritize jobs

May order supplies

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

High School Diploma, GED or equivalent experience. Minimum of two (2) years related experience. Must have a valid driver's license and may be required to have a Texas Class "A" CDL license within six (6) months of hire.

### Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations

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

# CLERK III

**GRADE: 05**

## GENERAL DESCRIPTION

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

## EXAMPLES OF WORK PERFORMED

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

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

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

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

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

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

### Registration, Certification, or Licensure

May require a valid driver's license

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HEAVY EQUIPMENT OPERATOR III

**GRADE: 07**

## GENERAL DESCRIPTION

Performs highly advanced and/or supervisory (senior-level) construction and maintenance work. Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs. May plan, assign, and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, dump trucks, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

May assist during emergency situations such as floods, severe weather, and accidents

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

May lead crew at job sites to ensure a safe working environment and provide on-site supervision of crew task performance

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

Ability to work effectively and cooperatively with other crewmembers

Performs other duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three (3) years of related experience. Graduation from a high school or equivalent is generally preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; to work effectively with the public; to train others; and plan, assign, and/or supervise the work of others

### Registration, Certification, and Licensure

May be required to be licensed in a specialty area

May require a valid Texas driver's license and/or commercial driver's license

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# MAINTENANCE III

**GRADE: 05**

## GENERAL DESCRIPTION

Performs complex (journey-level) building maintenance and repair work; Work involves maintaining and repairing buildings, utility systems, and stationary equipment; operating motorized equipment; requisitioning material and supplies; and maintaining records; May train others; Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, painting, electrical, steam, air conditioning, and mechanical

Performs carpentry work such as the installation, alteration, repair, and maintenance of buildings, doors, windows, wood fixtures, and furniture

Performs gas and electric work such as welding, brazing, and soldering on ferrous and non-ferrous metals to repair, maintain, or fabricate parts and equipment

Performs inspections of equipment, operating machinery, systems, and building accessories and appliances to ensure proper maintenance and repair

Heats, treats, tempers, and sharpens tools

Repairs electronic equipment

Calculates material and labor costs and orders parts and supplies

Maintains and repairs electrical outlets, control panels, switches, fixtures and accessories; replaces and reseats brushes on motors; and splices wires and cables

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain records on work orders or projects

May maintain a workshop for the repair, alteration, refinishing, and construction of furniture, fixtures, and equipment

May operate fire-fighting or life-saving equipment as required

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three to five (3-5) years of experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent, supplemented by vocational training in a designated trade, is generally preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings, electronics, and carpentry; of building materials and plumbing and electrical fixtures; of welding procedures and techniques; and of fire and safety regulations

Ability to work from drawings, diagrams, sketches, or blueprints; to estimate materials; to apply proper methods, techniques, and procedures in the maintenance and repair of buildings, and related equipment; to perform maintenance; to follow instructions; and to train others

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# ACCOUNTS PAYABLE SPECIALIST I

**GRADE: 06**

## GENERAL DESCRIPTION

Performs entry level accounts payable work. Work involves processing of county invoices and payment in a timely manner. Communicate with county departments regarding purchase orders, invoices and payments. Answer inquiries from departments regarding account balances and encumbrances. Will scan, stamp, and file all documentation regarding payments.

## EXAMPLES OF WORK PERFORMED

Examines claims for validity and completeness prior to invoice entry

Maintains manual and automated batch log to ensure appropriate release of checks

Processes void and manual checks

Maintains and enter information for claims to generate appropriate checks for Commissioner's Court

Interacts with County departments regarding vendor data or policies

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Graduation from a standard high school or equivalent, with One (1) year of related experience required.

### Knowledge, Skills, and Abilities

General accounting knowledge

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Understand record keeping techniques

### Registration, Certification, or Licensure

May require a valid driver's license

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# MECHANIC II

**GRADE: 06**

## GENERAL DESCRIPTION

Performs routine (journey-level) motor vehicle repairs and maintenance work. Work involves replacing or repairing worn or broken parts; performing preventive maintenance activities; and servicing automotive equipment and related gasoline, diesel, or alternative fuel engine-powered equipment; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Exchanges, rebuilds, and overhauls motors, transmissions, carburetors, and other major vehicle components and systems

Checks and repairs electrical and cooling systems

Performs oil and filter changes, transmission service, brake and suspension repair, tire installation and repair, wheel alignments, air conditioning diagnosis and repair, state vehicle inspections, and other scheduled maintenance

Performs minor engine tune-ups and makes required adjustments on vehicles motors and diesel engines

Performs body repair work and touch-up painting

Tests motors and engines for satisfactory performance

Installs various after-market accessories and equipment

Maintains records of work performed and parts used

Uses on-board or hand-held electronic diagnostic equipment and a variety of other specialized tools and equipment to isolate and adjust malfunctions

May tear down inboard and outboard gasoline motors or diesel engines; inspect, repair, or replace defective parts; and reassemble the motors

May maintain and repair heavy construction equipment

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to three (2-3) years of experience in motor vehicle repair and maintenance work; Graduation from a standard senior high school or equivalent, supplemented by technical courses in automotive maintenance and repair, is generally preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of automotive motor repair and maintenance techniques and of safety practices and principles

Skill in the use of shop tools and equipment

Ability to apply knowledge of repair techniques and mechanical principles, to follow instructions, and to locate and diagnose defective mechanical operations

### Registration, Certification, or Licensure

May require a certification from the National Institute of Automotive Service Excellence

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
# ROAD & BRIDGE
# PAVED/UNPAVED

| | | | |
|---|---|---|---|
| **Job Title:** | **Traffic Control Supervisor** | **FLSA Status:** | **Non-Exempt** |
| **Dept No:** | **121** | **Civil Service Status:** | **Non-Exempt** |

**SUMMARY:**

Performs routine managerial work supervising all operations and personnel related to traffic maintenance activities for the department. Operate complex, specialized heavy construction equipment involved in the maintenance and construction of County roads.

**SUPERVISORY RESPONSIBILITIES**

Coordinates, schedules, and directs the construction, installation and maintenance of traffic control devises including all pavement markings and signage throughout the Precinct. Carries out supervisory responsibilities in accordance with Hidalgo County policies and applicable laws.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following and other duties may be assigned:

- Operates different types of complex, specialized/heavy equipment
- Performs road maintenance or construction related duties while operating equipment
- Transports equipment and supplies to and from the job site
- Ensures/implements and maintains traffic control standards at work site; inspects and manages precinct sign inventory and replacement
- Supervise the assembly and installation of flashing beacons and other electrical safety devices for intersections, schools and other locations.
- Coordinate on street work such as striping, signing, eradication of paint and installation of pavement markers with private contractors on various development projects and county construction projects.
- Performs routine maintenance on equipment or trucks and reports needed repairs
- Maintains job site safety standards
- Conduct inspections of traffic control devices to identify deficiencies, problems or safety hazards.
- May develop work schedules, evaluate lower level employees and prioritize jobs
- May order supplies
- Plans, assigns, and supervises the work of others.
- Oversee work performed by subordinate staff, both in progress and upon task completion, to assure quality of work, conformance with plans, regulations and standards.

- Coordinate Traffic Control projects between scheduling and required staff and equipment to support the plan and project need
- Review Traffic Control issues as reported and or related to accidents on the job site and report to management as to reasons and findings of the reported accident.
- Repair and request replacement of required Traffic Control equipment
- Ability to work well with others.
- Performs all other related duties as assigned.

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

**EDUCATION and/or EXPERIENCE**
- High School Diploma, GED with at least five (5) years of experience in traffic engineering or related field, with one year of supervisory experience, is required; or any equivalent combination of education and experience, which provides the required knowledge, skills and abilities.

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

**OTHER SKILLS AND ABILITIES**
- Thorough knowledge of the methods, practices, equipment and materials used in the construction and maintenance of roadways and/or bridges.
- Ability to communicate effectively, especially orally, with persons of varying educational backgrounds.
- Ability to estimate materials, equipment and personnel needed for road and bridge reconstruction, maintenance projects and related activities.
- Ability to establish and maintain effective working relationships with other county employees and the general public.
- Ability to read and interpret documents such as engineering plans, safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups of customers or employees of organization.
- Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions and decimals.
- Ability to compute rate, ratio and percent.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;
The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

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

The noise level in the work environment is usually moderate;

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

Maintain mental capacity which permits:
- making sound decisions and using good judgment;
- demonstrating intellectual capabilities;

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

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

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

# TRUCK DRIVER II

**GRADE: 05**

## GENERAL DESCRIPTION

Drive and safely operate a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads.

## EXAMPLES OF WORK PERFORMED

Inspects truck before and after trips and submits report indicating truck condition

Reads bill of lading to determine assignment

Fastens chain or binders to secure load on trailer during transit

Loads or unloads, or assists in loading and unloading truck

Works as member of two-person team driving tractor with sleeper bunk behind cab

Services truck with oil, fuel, and radiator fluid to maintain tractor-trailer

Obtains proper signatures or authorization for deliver and/or services

Inventories and inspects goods to be moved

Wraps goods using pads, packing paper, and containers, and secures load to trailer wall using straps

Gives directions to helper in packing and moving goods to trailer

Drives tractor-trailer combination, applying knowledge of commercial driving regulations, to transport and deliver products, livestock, or materials, usually over long distance

Maneuvers truck into loading or unloading position, following signals from loading crew as needed

Drives truck to weigh station before and after loading, and along route to document weight and conform to state regulations

Maintains driver log according to I.C.C. regulations

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

High School Diploma, GED or equivalent experience. Two to three (2-3) years related experience. Must have and maintain a valid driver's license and a Texas Class "A" CDL license.

### Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

JOB TITLE: Community Resource Center Coordinator FLSA STATUS: NON-EXEMPT

DEPARTMENT: 121 - CRC CIVIL SERVICE STATUS: NON-EXEMPT

## SUMMARY

Oversees all operations of the Community Resource Center (CRC), including scheduling service provider occupancy and usage, acting as liaison with other agencies, maintaining and promoting the CRC and its activities.

## QUALIFICATION REQUIREMENTS

The CRC Coordinator is given the necessary authority and support to assure the Center provides/maintains the availability of services and public outreach at the level it was intended to achieve. As such, the Coordinator must provide the leadership and catalyst needed to avail the citizens of the community of the services obtainable through the CRC and sustain maximum usage and occupancy of the Center through recruitment of temporary and permanent occupants that provide services such as health, educational, and social services to the public.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Orientate/ train staff, volunteers, and job trainees in protocol for:
  1. Answering telephones
  2. Message deliveries
  3. Scheduling activities
  4. Helping service providers promote and implement community programs
  5. Interacting with visitors, service provider staff, fellow staff members, etc.
- Serve as liaison between community residents, service providers, elected officials, CRC Resident Advisory Committee, and Texas A&M University-Center for Housing and Urban Development.
- Interact with citizens in determining their needs, resolving obstacles and conflicts, and soliciting needed services to enhance their quality of life.
- Maintain documented records and files of service agencies using the CRC, services and promotions made available through the CRC, and number of people served through the Center. Data compiled will provide detail for tracking and gauging usage of available facilities at the Center.
- Compile and submit formal reports to the Administrative Assistant at the Center for Housing and Urban Development for review by the Dean of the College of Architecture at Texas A&M University.
- Develop and maintain effective, perpetual public relations and promotional programs in collaboration with the Program Coordinator. Maintain public awareness of Center activities and services through the public media, i.e. radio, TV, newspaper, and through interaction with service provider entities and area service clubs.

- Host and moderate a needs assessment focus group made up of members of the CRC Resident Advisory Committee, service providers, city and county officials, and the general public on an annual or as needed basis. Submit the findings of the focus group to the Program Coordinator.
- Plan, organize, and hold monthly meetings between health/social services providers and resident leaders to address topics and subject matter appropriate for these groups.
- Evaluate on a schedule basis the effectiveness of provider services and modify focus quarterly or as deemed necessary.
- Develops and maintain an informational document the effectively communicates to residents the availability of health, education and social services programs that can be provided at the Center upon citizen request.

**EDUCATION and/or EXPERIENCE**

Some college hours and/or combination of college and experience as follows:

- Experience in social services, community involvement, service development, and/or building community capacity and experience in working partnerships.
- Good organizational skills.
- Fluent in English and Spanish.
- Effective communicator written and oral, including media interviews.
- Ability to make public presentations in English and Spanish.
- Valid Texas Drivers License.
- Computer capability,..WordPerfect, Excel.
- Ability to administer effective training and instruction.

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, August 02, 2011 **Agenda Item:** 27707

**Summary of request/proposal:**
**PCT. 1 ROAD MAINTENANCE (1200):**
**Approval to delete and/or create the following full-time positions:**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | HEAVY EQUIPMENT OPERATOR III | 0020 | 113 | 34,167.00 | 0.00 | (34,167.00) |
| 1200 | MAINTENANCE III | 0021 | 113 | 34,167.00 | 0.00 | (34,167.00) |
| 1200 | HEAVY EQUIPMENT OPERATOR III | 0045 | 113 | 26,607.00 | 0.00 | (26,607.00) |
| 1200 | TRUCK DRIVER III | 0047 | 113 | 26,334.00 | 0.00 | (26,334.00) |
| 1200 | TRUCK DRIVER III | 0050 | 113 | 26,000.00 | 0.00 | (26,000.00) |
| 1200 | HEAVY EQUIPMENT OPERATOR I | 0054 | 113 | 25,033.00 | 0.00 | (25,033.00) |
| 1200 | ACCOUNTS PAYABLE SPECIALIST I | 0116 | 113 | 0.00 | 28,231.00 | 28,231.00 |
| 1200 | MECHANIC II | 0117 | 113 | 0.00 | 28,231.00 | 28,231.00 |
| 1200 | TRAFFIC CONTROL SUPERVISOR | 0118 | 113 | 0.00 | 37,000.00 | 37,000.00 |
| 1200 | TRUCK DRIVER II | 0119 | 113 | 0.00 | 27,908.00 | 27,908.00 |
| 1200 | TRUCK DRIVER III | 0120 | 113 | 0.00 | 29,458.00 | 29,458.00 |
| 1200 | TRUCK DRIVER II | 0121 | 113 | 0.00 | 27,908.00 | 27,908.00 |
| 1200 | HEAVY EQUIPMENT OPERATOR III | 0122 | 113 | 0.00 | 33,582.00 | 33,582.00 |
| | | | | 172,308.00 | 212,318.00 | 40,010.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| 1-1200-431-00-121-005-0- 113 | PCT. 1 RD MAINT. - REG F/T EMPLOYEES | $16,004.00 |
| 1-1200-431-00-121-005-0- 211 | PCT. 1 RD MAINT. - HEALTH INSURANCE | $1,440.00 |
| 1-1200-431-00-121-005-0- 212 | PCT. 1 RD MAINT. - LIFE INSURANCE | $10.80 |
| 1-1200-431-00-121-005-0- 220 | PCT. 1 RD MAINT. - FICA | $1,224.31 |
| 1-1200-431-00-121-005-0- 230 | PCT. 1 RD MAINT. - RETIREMENT | $1,536.38 |
| 1-1200-431-00-121-005-0- 250 | PCT. 1 RD MAINT. - UNEMPLOYMENT COMP | $80.02 |
| 1-1200-431-00-121-005-0- 260 | PCT. 1 RD MAINT. - WORKER'S COMP | $0.00 |
| | | |
| | 2011 Budgetary Impact | $20,295.51 |

**2012 Budgetary Impact:** $50,738.78

**Possible Funding Sources:** **RD. MAINT. FUNDS**
**(AVAILABLE FUNDS IN LAPSED SALARIES)**

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, August 02, 2011 **Agenda Item:** 27707

**Summary of request/proposal:**
**PCT. 1 PARKS (1100):**
**Approval to delete and/or create the following full-time positions:**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | HEAVY EQUIPMENT OPERATOR I | 0009 | 113 | 26,607.00 | 0.00 | (26,607.00) |
| 1100 | TRUCK DRIVER III | 0023 | 113 | 0.00 | 29,458.00 | 29,458.00 |
| 1100 | TRAFFIC SPECIALIST I | 0024 | 113 | 0.00 | 27,276.00 | 27,276.00 |
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| | | | | 26,607.00 | 56,734.00 | 30,127.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| 1-1100-452-00-121-013-0- 113 | PARKS PCT. 1 - | REG F/T EMPLOYEES | $11,471.43 |
| 1-1100-452-00-121-013-0- 211 | PARKS PCT. 1 - | HEALTH INSURANCE | $1,370.77 |
| 1-1100-452-00-121-013-0- 212 | PARKS PCT. 1 - | LIFE INSURANCE | $10.28 |
| 1-1100-452-00-121-013-0- 220 | PARKS PCT. 1 - | FICA | $877.56 |
| 1-1100-452-00-121-013-0- 230 | PARKS PCT. 1 - | RETIREMENT | $1,101.26 |
| 1-1100-452-00-121-013-0- 250 | PARKS PCT. 1 - | UNEMPLOYMENT COMP | $57.36 |
| 1-1100-452-00-121-013-0- 260 | PARKS PCT. 1 - | WORKER'S COMP | $0.00 |
| | | | |
| | | 2011 Budgetary Impact | $14,888.66 |

**2012 Budgetary Impact:** $39,101.55

**Possible Funding Sources:** ** CRC FUNDS
(PENDING APPROVAL OF INTERDEPT. TRANSFER)

**Comments:**

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# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, August 02, 2011 **Agenda Item:** 27707

**Summary of request/proposal:**
**PCT. 1 CRC (1100):**
**Approval to delete the following full-time position:**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | COMMUNITY RESOURCE CENTER COORDINATOR | 0001 | 113 | 32,000.00 | 0.00 | (32,000.00) |
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| | | | | | | |
| | | | | | | |
| | | | | 32,000.00 | 0.00 | (32,000.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| 1-1100-466-00-121-050-0- 113 | PCT. 1 CRC - | REG F/T EMPLOYEES | ($13,415.38) |
| 1-1100-466-00-121-050-0- 211 | PCT. 1 CRC - | HEALTH INSURANCE | ($1,509.23) |
| 1-1100-466-00-121-050-0- 212 | PCT. 1 CRC - | LIFE INSURANCE | ($11.32) |
| 1-1100-466-00-121-050-0- 220 | PCT. 1 CRC - | FICA | ($1,026.28) |
| 1-1100-466-00-121-050-0- 230 | PCT. 1 CRC - | RETIREMENT | ($1,287.88) |
| 1-1100-466-00-121-050-0- 250 | PCT. 1 CRC - | UNEMPLOYMENT COMP | ($67.08) |
| 1-1100-466-00-121-050-0- 260 | PCT. 1 CRC - | WORKER'S COMP | $0.00 |
| | | | |
| | | 2011 Budgetary Impact | ($17,317.17) |

**2012 Budgetary Impact:** **($41,307.00)**

**Possible Funding Sources:** **NO BUDGETARY IMPACT**
**(AVAILABLE FUNDS WILL BE TRANSFERRED TO PARKS - PENDING APPROVAL OF INTERDEPT. TRANSFER)**

**Comments:**

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Hidalgo Co. Budget Office
2/3/2005

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, August 02, 2011 **Agenda Item:** 27707

**Summary of request/proposal:**
**PCT. 1 SANITATION (1100):**
**Approval to delete and/or create the following full-time positions:**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | CLERK III | 0028 | 113 | 23,993.00 | 0.00 | (23,993.00) |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | 23,993.00 | 0.00 | (23,993.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| 1- 1100-432-00-121-001-0- 113 | SANITATION PCT. 1 - REG F/T EMPLOYEES | ($10,058.60) |
| 1- 1100-432-00-121-001-0- 211 | SANITATION PCT. 1 - HEALTH INSURANCE | ($1,509.23) |
| 1- 1100-432-00-121-001-0- 212 | SANITATION PCT. 1 - LIFE INSURANCE | ($11.32) |
| 1- 1100-432-00-121-001-0- 220 | SANITATION PCT. 1 - FICA | ($769.48) |
| 1- 1100-432-00-121-001-0- 230 | SANITATION PCT. 1 - RETIREMENT | ($965.63) |
| 1- 1100-432-00-121-001-0- 250 | SANITATION PCT. 1 - UNEMPLOYMENT COMP | ($50.29) |
| 1- 1100-432-00-121-001-0- 260 | SANITATION PCT. 1 - WORKER'S COMP | $0.00 |
| | | |
| | 2011 Budgetary Impact | ($13,364.55) |

**2012 Budgetary Impact:** **($31,878.76)**

**Possible Funding Sources:** **NO BUDGETARY IMPACT**

**Comments:**

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Hidalgo Co. Budget Office
2/3/2005

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

**1-1100-432-00-121-001-0**

**AI - 27707**

**SANITATION PCT. 1**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0004 | 113 | ACCOUNTS PAYABLE CLERK | $34,817.00 | $0.00 | $34,817.00 | 0.0 | $0.00 | $0.00 | $34,817.00 | $34,817.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,817.00 |
| 0005 | 113 | MAINTENANCE III | $33,093.00 | $0.00 | $33,093.00 | 0.0 | $0.00 | $0.00 | $33,093.00 | $33,093.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,093.00 |
| 0006 | 113 | TRCK DRVER III | $31,245.00 | $0.00 | $31,245.00 | 0.0 | $0.00 | $0.00 | $31,245.00 | $26,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,000.00 |
| 0007 | 113 | HEAVY EQUIPMENT OPERATOR I | $28,980.00 | $0.00 | $28,980.00 | 0.0 | $0.00 | $0.00 | $28,980.00 | $28,980.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,980.00 |
| 0008 | 113 | TRCK DRVER III | $27,552.00 | $0.00 | $27,552.00 | 0.0 | $0.00 | $0.00 | $27,552.00 | $26,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,000.00 |
| 0009 | 113 | ATTENDANT | $27,245.00 | $0.00 | $27,245.00 | 0.0 | $0.00 | $0.00 | $27,245.00 | $27,245.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,245.00 |
| 0012 | 113 | MAINTENANCE II | $25,236.00 | $0.00 | $25,236.00 | 0.0 | $0.00 | $0.00 | $25,236.00 | $25,236.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,656.00 |
| 0014 | 113 | MAINTENANCE I | $24,350.00 | $0.00 | $24,350.00 | 0.0 | $0.00 | $0.00 | $24,350.00 | $23,385.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,385.00 |
| 0017 | 113 | ATTENDANT | $23,985.00 | $0.00 | $23,985.00 | 0.0 | $0.00 | $0.00 | $23,985.00 | $20,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,000.00 |
| 0018 | 113 | ATTENDANT | $22,345.00 | $0.00 | $22,345.00 | 0.0 | $0.00 | $0.00 | $22,345.00 | $22,345.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,345.00 |
| 0019 | 113 | ATTENDANT | $22,345.00 | $0.00 | $22,345.00 | 0.0 | $0.00 | $0.00 | $22,345.00 | $22,345.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,345.00 |
| 0023 | 113 | HEAVY EQ OP II | $28,000.00 | $0.00 | $28,000.00 | 0.0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0027 | 113 | GENERAL FOREMAN | $41,481.00 | $13,519.00 | $55,000.00 | 0.0 | $0.00 | $0.00 | $55,000.00 | $49,975.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,635.00 |
| | | **DELETE THE FOLLOWING:** ↓ | | | | | | | | | | | | | | |
| ~~0028~~ | ~~113~~ | ~~CLERK III~~ | ~~$23,993.00~~ | ~~$0.00~~ | ~~$23,993.00~~ | ~~0.0~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$23,993.00~~ | ~~$23,993.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$23,993.00~~ |
| 0030 | 113 | HEAVY EQUIPMENT OPERATOR II | $0.00 | $29,458.00 | $29,458.00 | 0.0 | $0.00 | $0.00 | $29,458.00 | $29,458.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,458.00 |
| 0031 | 113 | HEAVY EQUIPMENT OPERATOR II | $0.00 | $29,458.00 | $29,458.00 | 0.0 | $0.00 | $0.00 | $29,458.00 | $27,908.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,908.00 |
| 0032 | 113 | HEAVY EQUIPMENT OPERATOR II | $0.00 | $29,458.00 | $29,458.00 | 0.0 | $0.00 | $0.00 | $29,458.00 | $29,458.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,818.00 |
| 0033 | 113 | ACCOUNTS PAYABLE SPECIALIST I | $0.00 | $28,231.00 | $28,231.00 | 0.0 | $0.00 | $0.00 | $28,231.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | **$394,667.00** | **$130,124.00** | **$524,791.00** | | **$0.00** | **$0.00** | **$524,791.00** | **$478,238.00** | **$1,440.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$479,678.00** |

Approval to delete the above highlighted full-time position.
Personnel actions pending CC approval.

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

**1-1100-466-00-121-050-0**

**AI - 27707**

**PCT. 1 CRC**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| | | **DELETE THE FOLLOWING:** | | | | | | | | | | | | | | |
| ~~0001~~ | ~~113~~ | ~~COMMUNITY RESOURCE CENTER COO~~ | ~~$32,000.00~~ | ~~$0.00~~ | ~~$32,000.00~~ | ~~0.0~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$32,000.00~~ | ~~$32,000.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$32,000.00~~ |
| 0002 | 113 | MAINTENANCE I | $20,720.00 | $0.00 | $20,720.00 | 0.0 | $0.00 | $0.00 | $20,720.00 | $20,720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,720.00 |
| 0003 | 113 | OUTREACH MANAGER | $0.00 | $39,707.00 | $39,707.00 | 0.0 | $0.00 | $0.00 | $39,707.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | $52,720.00 | $39,707.00 | $92,427.00 | | $0.00 | $0.00 | $92,427.00 | $52,720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,707.00 | $52,720.00 |

Approval to delete the above highlighted full-time position.
Personnel actions pending CC approval.

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

**1-1100-452-00-121-013-0**

**AI - 27707**

**PARKS PCT. 1**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0002 | 113 | FOREMAN | $39,966.00 | $0.00 | $39,966.00 | 0.0 | $0.00 | $0.00 | $39,966.00 | $39,966.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,626.00 |
| 0003 | 113 | MECHANIC III | $34,989.00 | $0.00 | $34,989.00 | 0.0 | $0.00 | $0.00 | $34,989.00 | $34,989.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,649.00 |
| 0004 | 113 | ACCOUNTS PAYABLE CLERK | $36,750.00 | $0.00 | $36,750.00 | 0.0 | $0.00 | $0.00 | $36,750.00 | $36,750.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,290.00 |
| 0007 | 113 | CLERK/RECEPTIONIST | $28,301.00 | $0.00 | $28,301.00 | 0.0 | $0.00 | $0.00 | $28,301.00 | $28,301.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,901.00 |
| 0008 | 113 | MAINTENANCE II | $26,607.00 | $0.00 | $26,607.00 | 0.0 | $0.00 | $0.00 | $26,607.00 | $26,607.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,607.00 |
| | | **DELETE THE FOLLOWING:** ↓ | | | | | | | | | | | | | | |
| ~~0009~~ | ~~113~~ | ~~HEAVY EQ OP I~~ | ~~$26,607.00~~ | ~~$0.00~~ | ~~$26,607.00~~ | ~~0.0~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$26,607.00~~ | ~~$26,000.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$26,000.00~~ |
| 0010 | 113 | HEAVY EQ OP III | $26,607.00 | $0.00 | $26,607.00 | 0.0 | $0.00 | $0.00 | $26,607.00 | $26,607.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,507.00 |
| 0011 | 113 | TRCK DRVER III | $25,032.00 | $0.00 | $25,032.00 | 0.0 | $0.00 | $0.00 | $25,032.00 | $25,032.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,052.00 |
| 0012 | 113 | MAINTENANCE I | $25,032.00 | $0.00 | $25,032.00 | 0.0 | $0.00 | $0.00 | $25,032.00 | $20,710.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,710.00 |
| 0013 | 113 | MAINTENANCE I | $24,350.00 | $0.00 | $24,350.00 | 0.0 | $0.00 | $0.00 | $24,350.00 | $20,710.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,710.00 |
| 0014 | 113 | MAINTENANCE I | $24,350.00 | $0.00 | $24,350.00 | 0.0 | $0.00 | $0.00 | $24,350.00 | $24,204.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,204.00 |
| 0015 | 113 | HEAVY EQ OP II | $23,635.00 | $0.00 | $23,635.00 | 0.0 | $0.00 | $0.00 | $23,635.00 | $23,635.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,635.00 |
| 0016 | 113 | MAINTENANCE II | $23,635.00 | $0.00 | $23,635.00 | 0.0 | $0.00 | $0.00 | $23,635.00 | $21,635.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $21,635.00 |
| 0017 | 113 | MAINTENANCE II | $23,635.00 | $0.00 | $23,635.00 | 0.0 | $0.00 | $0.00 | $23,635.00 | $23,635.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,635.00 |
| 0018 | 113 | MAINTENANCE II | $23,635.00 | $0.00 | $23,635.00 | 0.0 | $0.00 | $0.00 | $23,635.00 | $23,635.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,635.00 |
| 0019 | 113 | MAINTENANCE I | $22,710.00 | $0.00 | $22,710.00 | 0.0 | $0.00 | $0.00 | $22,710.00 | $22,710.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,710.00 |
| 0020 | 113 | MAINTENANCE II | $22,345.00 | $0.00 | $22,345.00 | 0.0 | $0.00 | $0.00 | $22,345.00 | $21,635.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $21,635.00 |
| 0022 | 113 | DIRECTOR OF PARKS | $0.00 | $55,000.00 | $55,000.00 | 0.0 | $0.00 | $0.00 | $55,000.00 | $50,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,000.00 |
| | | **CREATE THE FOLLOWING:** ↓ | | | | | | | | | | | | | | |
| **0023** | **113** | **TRUCK DRIVER III** | **$0.00** | **$29,458.00** | **$29,458.00** | **0.0** | **$0.00** | **$0.00** | **$29,458.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0024** | **113** | **TRAFFIC SPECIALIST I** | **$0.00** | **$27,276.00** | **$27,276.00** | **0.0** | **$0.00** | **$0.00** | **$27,276.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | | $458,186.00 | $111,734.00 | $569,920.00 | | $0.00 | $0.00 | $403,307.00 | $330,148.00 | $1,920.00 | $0.00 | $0.00 | $0.00 | $0.00 | $332,068.00 |

Approval to delete and/or create the above highlighted full-time positions.
Personnel actions pending CC approval.

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

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

**AI - 27707**

**PCT. 1 RD MAINTENANCE**

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

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

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

**AI - 27707**

**PCT. 1 RD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| | | **DELETE THE FOLLOWING:** ↓ | | | | | | | | | | | | | | |
| ~~0050~~ | ~~113~~ | ~~TRCK DRVER III~~ | ~~26,000.00~~ | ~~0.00~~ | ~~26,000.00~~ | ~~0~~ | ~~0.00~~ | ~~0.00~~ | ~~26,000.00~~ | ~~26,000.00~~ | ~~0.00~~ | ~~0.00~~ | ~~0.00~~ | ~~0.00~~ | ~~0.00~~ | ~~26,000.00~~ |
| 0053 | 113 | MAINTENANCE I | 25,236.00 | 0.00 | 25,236.00 | 0 | 0.00 | 0.00 | 25,236.00 | 21,635.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,635.00 |
| | | **DELETE THE FOLLOWING:** ↓ | | | | | | | | | | | | | | |
| ~~0054~~ | ~~113~~ | ~~HEAVY EQ OP I~~ | ~~25,033.00~~ | ~~0.00~~ | ~~25,033.00~~ | ~~0~~ | ~~0.00~~ | ~~0.00~~ | ~~25,033.00~~ | ~~25,033.00~~ | ~~360.00~~ | ~~0.00~~ | ~~0.00~~ | ~~0.00~~ | ~~0.00~~ | ~~25,393.00~~ |
| 0055 | 113 | DATA ENTRY CLERK | 23,988.00 | 0.00 | 23,988.00 | 0 | 0.00 | 0.00 | 23,988.00 | 23,988.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,988.00 |
| 0056 | 113 | TRCK DRVER III | 23,985.00 | 0.00 | 23,985.00 | 0 | 0.00 | 0.00 | 23,985.00 | 23,985.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,985.00 |
| 0057 | 113 | MAINTENANCE I | 23,635.00 | 0.00 | 23,635.00 | 0 | 0.00 | 0.00 | 23,635.00 | 21,635.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,635.00 |
| 0058 | 113 | MAINTENANCE I | 23,635.00 | 0.00 | 23,635.00 | 0 | 0.00 | 0.00 | 23,635.00 | 23,635.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,635.00 |
| 0073 | 113 | MAINTENANCE III | 33,600.00 | 0.00 | 33,600.00 | 0 | 0.00 | 0.00 | 33,600.00 | 33,600.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33,600.00 |
| 0074 | 113 | TIRE REPAIR | 24,000.00 | 0.00 | 24,000.00 | 0 | 0.00 | 0.00 | 24,000.00 | 24,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,000.00 |
| 0078 | 113 | DIESEL MECHANIC | 42,000.00 | 0.00 | 42,000.00 | 0 | 0.00 | 0.00 | 42,000.00 | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 42,000.00 |
| 0080 | 113 | MATERIAL MANAGEMENT MANAGER | 40,000.00 | 0.00 | 40,000.00 | 0 | 0.00 | 0.00 | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 40,000.00 |
| 0085 | 113 | EXECUTIVE ASST | 59,568.00 | 0.00 | 59,568.00 | 0 | 0.00 | 0.00 | 59,568.00 | 59,568.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 64,568.00 |
| 0090 | 113 | ADMINISTRATIVE ASSISTANT V | 49,000.00 | 0.00 | 49,000.00 | 0 | 0.00 | 0.00 | 49,000.00 | 49,000.00 | 540.00 | 0.00 | 0.00 | 0.00 | 0.00 | 49,540.00 |
| 0091 | 113 | DIRECTOR OF ROAD & BRIDGE | 57,555.00 | 12,445.00 | 70,000.00 | 0 | 0.00 | 0.00 | 70,000.00 | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 60,000.00 |
| 0093 | 113 | HEAVY EQ OP II | 25,256.00 | 0.00 | 25,256.00 | 0 | 0.00 | 0.00 | 25,256.00 | 25,256.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,256.00 |
| 0095 | 113 | MAINTENANCE III | 23,993.00 | 0.00 | 23,993.00 | 0 | 0.00 | 0.00 | 23,993.00 | 23,993.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,993.00 |
| 0096 | 113 | TRAFFIC SPECIALIST I | 20,049.00 | 0.00 | 20,049.00 | 0 | 0.00 | 0.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0097 | 113 | TRAFFIC SPECIALIST I | 20,049.00 | 0.00 | 20,049.00 | 0 | 0.00 | 0.00 | 20,049.00 | 20,049.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,049.00 |
| 0099 | 113 | CLERK I | 21,164.00 | 0.00 | 21,164.00 | 0 | 0.00 | 0.00 | 21,164.00 | 21,164.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,164.00 |
| 0100 | 113 | CLERK III | 23,993.00 | 0.00 | 23,993.00 | 0 | 0.00 | 0.00 | 23,993.00 | 23,993.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,993.00 |
| 0101 | 113 | CREW LEADER II | 0.00 | 42,000.00 | 42,000.00 | 0 | 0.00 | 0.00 | 42,000.00 | 39,500.00 | 540.00 | 0.00 | 0.00 | 0.00 | 0.00 | 40,040.00 |
| 0102 | 113 | SUPERVISOR | 0.00 | 36,766.00 | 36,766.00 | 0 | 0.00 | 0.00 | 36,766.00 | 36,766.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 36,766.00 |
| 0103 | 113 | ASSET MANAGEMENT SUPERVISOR | 0.00 | 52,254.00 | 52,254.00 | 0 | 0.00 | 0.00 | 52,254.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0104 | 113 | SHOP FOREMAN | 0.00 | 42,000.00 | 42,000.00 | 0 | 0.00 | 0.00 | 42,000.00 | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 42,000.00 |
| 0105 | 113 | VECTOR SPECIALIST | 0.00 | 32,051.00 | 32,051.00 | 0 | 0.00 | 0.00 | 32,051.00 | 32,051.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 32,051.00 |
| 0106 | 113 | CREW LEADER II | 0.00 | 41,578.00 | 41,578.00 | 0 | 0.00 | 0.00 | 41,578.00 | 41,578.00 | 1,080.00 | 0.00 | 0.00 | 0.00 | 0.00 | 42,658.00 |
| 0107 | 113 | SAFETY COORDINATOR | 0.00 | 38,000.00 | 38,000.00 | 0 | 0.00 | 0.00 | 38,000.00 | 38,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 38,000.00 |
| 0108 | 113 | TRUCK DRIVER III | 0.00 | 30,489.00 | 30,489.00 | 0 | 0.00 | 0.00 | 30,489.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

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

**AI - 27707**

**PCT. 1 RD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0109 | 113 | HEAVY EQ OP III | 0.00 | 29,458.00 | 29,458.00 | 0 | 0.00 | 0.00 | 29,458.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0110 | 113 | TRUCK DRIVER III | 0.00 | 30,489.00 | 30,489.00 | 0 | 0.00 | 0.00 | 30,489.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0111 | 113 | CREW LEADER II | 0.00 | 38,500.00 | 38,500.00 | 0 | 0.00 | 0.00 | 38,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0112 | 113 | CREW LEADER II | 0.00 | 38,500.00 | 38,500.00 | 0 | 0.00 | 0.00 | 38,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0113 | 113 | CREW LEADER I | 0.00 | 31,520.00 | 31,520.00 | 0 | 0.00 | 0.00 | 31,520.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0114 | 113 | TRUCK DRIVER III | 0.00 | 30,489.00 | 30,489.00 | 0 | 0.00 | 0.00 | 30,489.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0115 | 113 | MAINTENANCE III | 0.00 | 38,000.00 | 38,000.00 | 0 | 0.00 | 0.00 | 38,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | **CREATE THE FOLLOWING:** ↓ | | | | | | | | | | | | | | |
| **0116** | **113** | **ACCOUNTS PAYABLE SPECIALIST I** | **0.00** | **28,231.00** | **28,231.00** | **0** | **0.00** | **0.00** | **28,231.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| **0117** | **113** | **MECHANIC II** | **0.00** | **28,231.00** | **28,231.00** | **0** | **0.00** | **0.00** | **28,231.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| **0118** | **113** | **TRAFFIC CONTROL SUPERVISOR** | **0.00** | **37,000.00** | **37,000.00** | **0** | **0.00** | **0.00** | **37,000.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| **0119** | **113** | **TRUCK DRIVER II** | **0.00** | **27,908.00** | **27,908.00** | **0** | **0.00** | **0.00** | **27,908.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| **0120** | **113** | **TRUCK DRIVER III** | **0.00** | **29,458.00** | **29,458.00** | **0** | **0.00** | **0.00** | **29,458.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| **0121** | **113** | **TRUCK DRIVER II** | **0.00** | **27,908.00** | **27,908.00** | **0** | **0.00** | **0.00** | **27,908.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| **0122** | **113** | **HEAVY EQUIPMENT OPERATOR III** | **0.00** | **33,582.00** | **33,582.00** | **0** | **0.00** | **0.00** | **33,582.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| | | | 1,379,007.00 | 776,857.00 | 2,155,864.00 | | 0.00 | 0.00 | 2,155,864.00 | 1,589,245.00 | 7,680.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 1,601,925.00 |

Approval to delete and/or create the above highlighted full-time positions.
Personnel actions pending CC approval.

**DATE:** July 29, 2011

**DEPARTMENT HEAD:** Sergio Cruz

**2011**
**Transfer**

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Pct. 1 Parks

**ACCOUNT NUMBER:** 1-1100-4XXX-00-121-0XX-0-XXX

**CONTACT PERSON:** Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| | | | | |
| **FROM** | | | | |
| 1-1100-466-00-121-050-0- | 113 | PCT. 1 CRC - | REG F/T EMPLOYEES | ($13,415.38) |
| 1-1100-466-00-121-050-0- | 211 | PCT. 1 CRC - | HEALTH INSURANCE | ($1,509.23) |
| 1-1100-466-00-121-050-0- | 212 | PCT. 1 CRC - | LIFE INSURANCE | ($11.32) |
| 1-1100-466-00-121-050-0- | 220 | PCT. 1 CRC - | FICA | ($1,026.28) |
| 1-1100-466-00-121-050-0- | 230 | PCT. 1 CRC - | RETIREMENT | ($1,287.88) |
| 1-1100-466-00-121-050-0- | 250 | PCT. 1 CRC - | UNEMPLOYMENT COMP | ($67.08) |
| | | | | |
| | | | | |
| **TO** | | | | |
| 1-1100-452-00-121-013-0- | 113 | PARKS PCT. 1 - | REG F/T EMPLOYEES | $13,415.38 |
| 1-1100-452-00-121-013-0- | 211 | PARKS PCT. 1 - | HEALTH INSURANCE | $1,509.23 |
| 1-1100-452-00-121-013-0- | 212 | PARKS PCT. 1 - | LIFE INSURANCE | $11.32 |
| 1-1100-452-00-121-013-0- | 220 | PARKS PCT. 1 - | FICA | $1,026.28 |
| 1-1100-452-00-121-013-0- | 230 | PARKS PCT. 1 - | RETIREMENT | $1,287.88 |
| 1-1100-452-00-121-013-0- | 250 | PARKS PCT. 1 - | UNEMPLOYMENT COMP | $67.08 |
| | | | | |
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| | | | | |
| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:**

**Interdepartmental transfer from Pct. 1 CRC to Parks to move available funds from the deletion of the CRC Coordinator position to Parks to fund salary and related fringe benefit expenditures related to the creation of Truck Driver III and Traffic Specialist I positions (slot #'s 0023 & 0024).**

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

**DATE**

**ATTEST, COUNTY CLERK**

**AI-27772** **17. B.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Joann Gonzalez, COMM. PCT. #1

**Department:** COMM. PCT. #1

**CAPTION**

Requesting approval to rename road on the east side of FM 88, across from Antonio St. and North of Mile 17 1/2 to Ramos SR for 9-1-1 Purposes Only.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact

**Attachments**

Ramos SR

Ramos SR

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 03:26 PM |
| Ivan Cantu | Ivan Cantu | 07/28/2011 07:54 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:55 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Joann Gonzalez Started On: 07/27/2011 03:19 PM

Final Approval Date: 07/29/2011

# Lower Rio Grande Valley Development Council


Mayor Chris Boswell, Harlingen..... President
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... 1st Vice-President
Hon. Norma G. Garcia, Hidalgo County.....2nd Vice-President
Mayor Pro-Tem Eddy Gonzalez, Edcouch..... Secretary
Commissioner Edward Camarillo, Brownsville ..... Treasurer
Commissioner John Ingram, McAllen ..... Immediate Past President

**BOARD MEMBERS**

Sofia Benavidez
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

Steve Brewer
Mayor, La Feria

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

Lupe Rodriguez
Mayor Pro-Tem, San Juan

Robert J. Garza
Commissioner, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

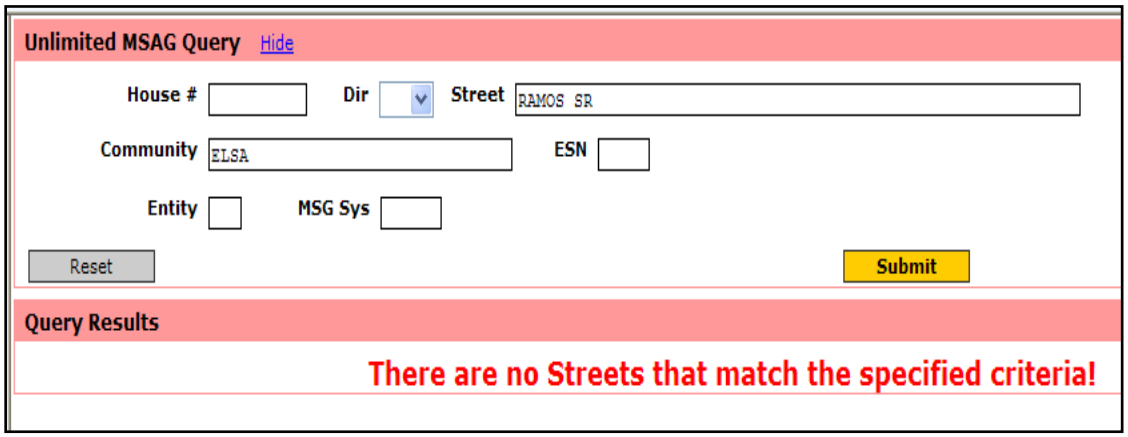
**EXECUTIVE DIRECTOR**
Kenneth N. Jones, Jr.


**July 14, 2011**

Joel Quintanilla
Hidalgo County Precinct 1
1902 Joe Stephens Ave
Weslaco, TX 78596

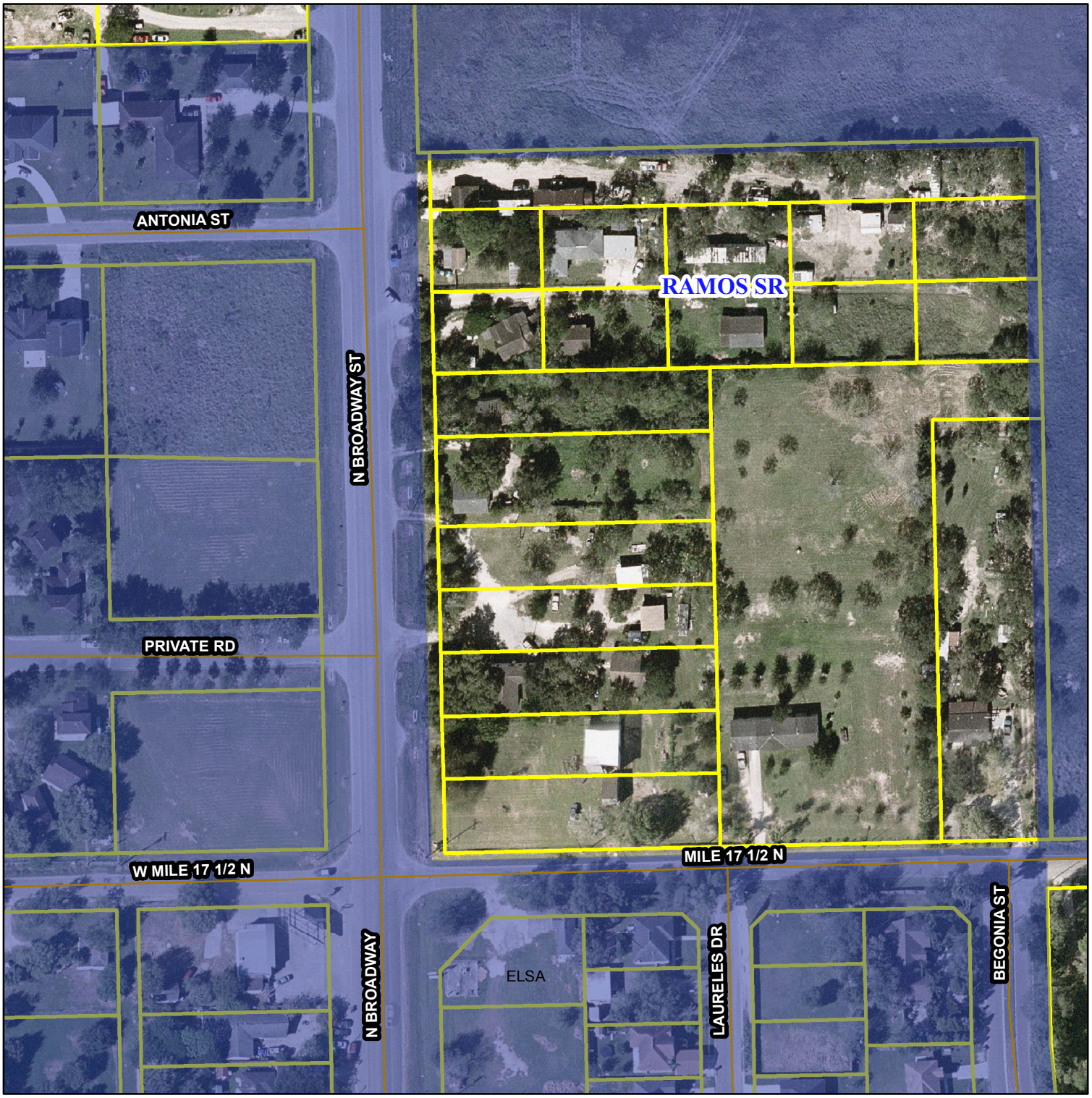
The LRGVDC 9-1-1 Department acknowledges the County's notification on the following: **PROPOSED NAME: RAMOS SR** - A private service road on the east side of FM 88, across from Antonia St and north of Mile 17 1/2 North.

We have done a query on the state 9-1-1 database and found no match for the recommend name in the system what so ever. So, we recommend this name to be utilized for naming the road specified.




**ACKNOWLEDGED ON: July 14, 2011**
**RESEARCHED BY: Maggie Garza**
**TITLE: Planner I**

# Street name approval Map
# RAMOS SR
# Elsa, TX



**AI-27674** **18. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Mona Parras, COMM. PCT. #3

**Department:** COMM. PCT. #3

## CAPTION

Requesting approval to reinstate Change Account Fund For Anzaldua's Park.

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-152-03-000-433-0-00(

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

**BUDGETARY IMPACT:**

Approval to reinstate change fund for Anzaldua's Park.

## Attachments

memo

Auditor's Approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/22/2011 08:42 AM |
| Perla Lopez | Perla Lopez | 07/29/2011 09:10 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:16 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Mona Parras Started On: 07/21/2011 05:17 PM

Final Approval Date: 07/29/2011

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

# Memo

**To:** Rey Eufracio, County Auditor

**From:** Commissioner Joe M. Flores

**Date:** 7/13/2011

**Re:** Change Fund Request

---

Due to the after effects of Hurricane Alex Anzalduas Park was closed for repairs. Therefore, we did not need to utilize the change fund account. As of July 4, 2011 Anzalduas Park has reopened and is in full operation.

We are requesting that the change fund account be reinstated for the amount of $50.00. The employee collecting the monies on the weekend is in charge of the fund account. The monies are kept in a locked security box. The change fund is needed for admission to the park. Please make the check payable to Sergio Saenz, Anzalduas Park Director.

Thank you in advance for your prompt attention to this request. If you have any questions regarding this correspondence please feel free to contact me at (956) 585-4509.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

# 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 22, 2011

The Honorable Jose M. Flores
Hidalgo County Commissioner Precinct 3
724 North Breyfogle Rd.
Mission, TX 78574

Re: Change Fund
Local Government Code Section 130.92

Dear Commissioner Flores:

We have reviewed your request and have approved the change fund of $50.00 as you requested.

According to Local Government Code Section 130.902, "The Commissioner's Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioner's Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioners Court requesting the change fund of $50.00 for your office. Once Commissioner's Court approves the $50.00 change fund, request a check from the Hidalgo County Auditor's-Accounts Payable Division to be made payable to your name.

*You will be responsible* for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash. Any increase, decrease or transfer of the change fund to another locality must be recommended by the County's Auditor's Office and approved by Commissioners Court.

If you have any questions, do not hesitate to call Yvonne Torres, Internal Auditor III, at 318-2511 ext. 4642, Arcy B. Duran, MBA, Director of Audit, at ext. 4645 or myself, ext. 4602.

Sincerely,

Ray Eufracio, CPA
County Auditor

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-27804** **19. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** GLORIA BELTRAN **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**CAPTION**

Approval to appoint member to the Emergency Services District #3 Board.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary Impact

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 02:31 PM |
| Manuel Chapa | Manuel Chapa | 07/28/2011 03:43 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:28 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Angela Garcia Started On: 07/28/2011 02:08 PM

Final Approval Date: 07/29/2011

**AI-27810** **20. A.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**CAPTION**

Consideration and approval of an Order imposing optional local fees in addition to the registration fee for calendar year 2012 in accordance with Transportation Code Section 502.172, Section 502.1725 and Section 502.173.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Fees will be imposed by order of CC in order to generate additional revenues for the R & B fund, as authorized by Statute.

**Attachments**

county fees chart

form to judges

backup

Transportation Code

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/29/2011 08:06 AM |
| Ivan Cantu | Ivan Cantu | 07/29/2011 08:27 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 04:05 PM |
| Budget & Management | Merlen P. Munoz | 07/29/2011 04:37 PM |
| Ivan Cantu | Ivan Cantu | 07/29/2011 04:50 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 05:01 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Angela Garcia Started On: 07/29/2011 07:43 AM

Final Approval Date: 07/29/2011

# 2011 County Road and Bridge Fees/Child Safety Fund Fee by County

| County | Road & Bridge Fee | Child Safety Fee |
|---|---|---|
| ANDERSON | $10.00 | |
| ANDREWS | $5.00 | |
| ANGELINA | $10.00 | |
| ARANSAS | $10.00 | |
| ARCHER | $10.00 | |
| ARMSTRONG | $10.00 | |
| ATASCOSA | $10.00 | |
| AUSTIN | $10.00 | |
| BAILEY | $10.00 | |
| BANDERA | $10.00 | |
| BASTROP | $10.00 | |
| BAYLOR | $10.00 | |
| BEE | $10.00 | |
| BELL | $10.00 | $1.50 |
| BEXAR | $10.00 | $1.50 |
| BLANCO | $10.00 | $1.50 |
| BORDEN | $0.00 | |
| BOSQUE | $10.00 | |
| BOWIE | $10.00 | |
| BRAZORIA | $10.00 | |
| BRAZOS | $10.00 | $1.50 |
| BREWSTER | $10.00 | |
| BRISCOE | $10.00 | |
| BROOKS | $10.00 | |
| BROWN | $10.00 | |
| BURLESON | $10.00 | |
| BURNET | $10.00 | |
| CALDWELL | $10.00 | |
| CALHOUN | $10.00 | |
| CALLAHAN | $10.00 | |
| CAMERON | $20.00 | |
| CAMP | $10.00 | $0.50 |
| CARSON | $10.00 | |
| CASS | $10.00 | |
| CASTRO | $10.00 | |
| CHAMBERS | $10.00 | $0.50 |
| CHEROKEE | $10.00 | |
| CHILDRESS | $10.00 | |
| CLAY | $10.00 | |
| COCHRAN | $10.00 | |
| COKE | $10.00 | |
| COLEMAN | $10.00 | |
| COLLIN | $10.00 | $1.50 |
| COLLINGSWORTH | $10.00 | |
| COLORADO | $10.00 | |
| COMAL | $10.00 | $1.50 |
| COMANCHE | $10.00 | |
| CONCHO | $10.00 | |
| COOKE | $10.00 | |
| CORYELL | $10.00 | |
| COTTLE | $10.00 | |
| CRANE | $0.00 | |
| CROCKETT | $5.00 | |
| CROSBY | $10.00 | |
| CULBERSON | $0.00 | |
| DALLAM | $10.00 | |
| DALLAS | $10.00 | |
| DAWSON | $10.00 | |
| DEAF SMITH | $10.00 | |
| DELTA | $10.00 | |
| DENTON | $10.00 | $1.50 |
| DEWITT | $10.00 | |
| DICKENS | $10.00 | |

| County | Bridge Fee | Child Safety Fee |
|---|---|---|
| DIMMIT | $10.00 | $1.50 |
| DONLEY | $10.00 | |
| DUVAL | $10.00 | |
| EASTLAND | $10.00 | |
| ECTOR | $10.00 | |
| EDWARDS | $10.00 | $1.50 |
| ELLIS | $10.00 | |
| EL PASO | $10.00 | |
| ERATH | $10.00 | |
| FALLS | $10.00 | |
| FANNIN | $10.00 | |
| FAYETTE | $10.00 | |
| FISHER | $10.00 | |
| FLOYD | $10.00 | |
| FOARD | $10.00 | |
| FORT BEND | $10.00 | $1.50 |
| FRANKLIN | $10.00 | |
| FREESTONE | $10.00 | |
| FRIO | $10.00 | $1.50 |
| GAINES | $0.00 | |
| GALVESTON | $10.00 | |
| GARZA | $10.00 | |
| GILLESPIE | $10.00 | $1.50 |
| GLASSCOCK | $10.00 | |
| GOLIAD | $10.00 | |
| GONZALES | $10.00 | |
| GRAY | $10.00 | |
| GRAYSON | $10.00 | |
| GREGG | $9.00 | |
| GRIMES | $10.00 | |
| GUADALUPE | $10.00 | $1.50 |
| HALE | $10.00 | |
| HALL | $10.00 | |
| HAMILTON | $10.00 | |
| HANSFORD | $10.00 | |
| HARDEMAN | $10.00 | |
| HARDIN | $10.00 | |
| HARRIS | $10.00 | $1.50 |
| HARRISON | $10.00 | |
| HARTLEY | $10.00 | |
| HASKELL | $10.00 | |
| HAYS | $10.00 | |
| HEMPHILL | $5.00 | |
| HENDERSON | $10.00 | |
| HIDALGO | $20.00 | |
| HILL | $10.00 | |
| HOCKLEY | $10.00 | |
| HOOD | $10.00 | |
| HOPKINS | $10.00 | |
| HOUSTON | $10.00 | |
| HOWARD | $10.00 | |
| HUDSPETH | $10.00 | |
| HUNT | $10.00 | |
| HUTCHINSON | $10.00 | |
| IRION | $10.00 | |
| JACK | $10.00 | |
| JACKSON | $10.00 | |
| JASPER | $10.00 | |
| JEFF DAVIS | $10.00 | $1.50 |
| JEFFERSON | $10.00 | |
| JIM HOGG | $10.00 | $1.50 |
| JIM WELLS | $10.00 | $1.50 |
| JOHNSON | $10.00 | |
| JONES | $10.00 | |

| County | Road & Bridge Fee | Child Safety Fee |
|---|---|---|
| KARNES | $10.00 | |
| KAUFMAN | $10.00 | $1.50 |
| KENDALL | $10.00 | $1.00 |
| KENEDY | $0.00 | |
| KENT | $0.00 | |
| KERR | $10.00 | |
| KIMBLE | $10.00 | |
| KING | $0.00 | |
| KINNEY | $10.00 | |
| KLEBERG | $10.00 | |
| KNOX | $10.00 | |
| LAMAR | $10.00 | |
| LAMB | $10.00 | |
| LAMPASAS | $10.00 | $1.50 |
| LA SALLE | $10.00 | |
| LAVACA | $10.00 | |
| LEE | $10.00 | |
| LEON | $10.00 | |
| LIBERTY | $10.00 | |
| LIMESTONE | $10.00 | |
| LIPSCOMB | $10.00 | |
| LIVE OAK | $10.00 | |
| LLANO | $10.00 | $0.75 |
| LOVING | $0.00 | |
| LUBBOCK | $10.00 | |
| LYNN | $10.00 | |
| MADISON | $10.00 | |
| MARION | $10.00 | |
| MARTIN | $10.00 | |
| MASON | $10.00 | |
| MATAGORDA | $10.00 | |
| MAVERICK | $10.00 | $1.50 |
| MCCULLOCH | $10.00 | $1.50 |
| MCLENNAN | $10.00 | |
| MCMULLEN | $0.00 | |
| MEDINA | $10.00 | |
| MENARD | $10.00 | |
| MIDLAND | $10.00 | |
| MILAM | $10.00 | |
| MILLS | $10.00 | |
| MITCHELL | $10.00 | |
| MONTAGUE | $10.00 | |
| MONTGOMERY | $10.00 | |
| MOORE | $10.00 | |
| MORRIS | $10.00 | |
| MOTLEY | $10.00 | |
| NACOGDOCHES | $10.00 | |
| NAVARRO | $10.00 | |
| NEWTON | $10.00 | |
| NOLAN | $10.00 | |
| NUECES | $10.00 | |
| OCHILTREE | $10.00 | |
| OLDHAM | $10.00 | |
| ORANGE | $10.00 | |
| PALO PINTO | $10.00 | |
| PANOLA | $0.00 | |
| PARKER | $10.00 | |
| PARMER | $10.00 | |
| PECOS | $10.00 | |
| POLK | $10.00 | $1.50 |
| POTTER | $10.00 | |
| PRESIDIO | $10.00 | |
| RAINS | $10.00 | $1.50 |
| RANDALL | $10.00 | |

| County | Road & Bridge Fee | Child Safety Fee |
|---|---|---|
| REAGAN | $10.00 | |
| REAL | $10.00 | |
| RED RIVER | $10.00 | |
| REEVES | $7.50 | |
| REFUGIO | $10.00 | |
| ROBERTS | $5.00 | |
| ROBERTSON | $10.00 | $1.50 |
| ROCKWALL | $10.00 | |
| RUNNELS | $10.00 | |
| RUSK | $10.00 | |
| SABINE | $10.00 | |
| SAN AUGUSTINE | $10.00 | $1.50 |
| SAN JACINTO | $10.00 | $1.50 |
| SAN PATRICIO | $10.00 | $1.50 |
| SAN SABA | $10.00 | |
| SCHLEICHER | $10.00 | |
| SCURRY | $10.00 | |
| SHACKELFORD | $10.00 | |
| SHELBY | $10.00 | |
| SHERMAN | $10.00 | |
| SMITH | $10.00 | $1.50 |
| SOMERVELL | $5.00 | |
| STARR | $10.00 | |
| STEPHENS | $10.00 | |
| STERLING | $0.00 | |
| STONEWALL | $10.00 | |
| SUTTON | $10.00 | |
| SWISHER | $10.00 | |
| TARRANT | $10.00 | |
| TAYLOR | $10.00 | |
| TERRELL | $5.00 | |
| TERRY | $10.00 | |
| THROCKMORTON | $10.00 | |
| TITUS | $10.00 | |
| TOM GREEN | $10.00 | $1.50 |
| TRAVIS | $10.00 | $1.50 |
| TRINITY | $10.00 | $1.50 |
| TYLER | $10.00 | $1.00 |
| UPSHUR | $10.00 | |
| UPTON | $5.00 | |
| UVALDE | $10.00 | |
| VAL VERDE | $10.00 | |
| VAN ZANDT | $10.00 | |
| VICTORIA | $10.00 | |
| WALKER | $10.00 | |
| WALLER | $10.00 | |
| WARD | $0.00 | |
| WASHINGTON | $10.00 | |
| WEBB | $10.00 | |
| WHARTON | $10.00 | |
| WHEELER | $5.00 | |
| WICHITA | $10.00 | |
| WILBARGER | $10.00 | |
| WILLACY | $10.00 | |
| WILLIAMSON | $10.00 | $1.50 |
| WILSON | $10.00 | |
| WINKLER | $7.50 | |
| WISE | $10.00 | |
| WOOD | $10.00 | |
| YOAKUM | $10.00 | |
| YOUNG | $10.00 | |
| ZAPATA | $10.00 | $1.50 |
| ZAVALA | $10.00 | $1.50 |

NOTE: Cameron and Hidalgo Counties impose an additional $10 Transportation Project Mobility Fee (Sec. 502.1725).

6/27/2011 11:50 AM

Texas Department of Motor Vehicles

# Imposition of Optional Fees
# Calendar Year 2012

**INSTRUCTIONS:** **As soon as possible, but no later than August 15, 2011,** please complete and return this form via e-mail to *DMV_OptionalCountyFeeUpdates@TxDMV.gov*, or fax to (512) 467-5909. If you complete **Option B below**, attach a scanned copy of the required Commissioners Court Order.

All county Commissioners Courts are statutorily required to notify the department each year regarding the collection of optional fees (Texas Transportation Code, Sections 502.172, 502.1725, and 502.173).

**Your County Name**: _____
(include the name of your county on the line above)

If you are **not changing** your optional fees, please check the box next to **OPTION A** below and return this form by e-mail to *DMV_OptionalCountyFeeUpdates@TxDMV.gov*, or fax to (512) 467-5909.

☐ **OPTION A - RETAIN THE SAME FEE AS 2011**

NOTE: A copy of the Commissioners Court Order is **NOT** required for this option.

OR…

If you are **changing** your optional fees, please check the box next to **OPTION B** below and complete items 1 through 5 with the Commissioners Court approved changes for 2012.

☐ **OPTION B - REVISE THE FEES FOR 2012** (Complete the applicable items below)

NOTE: **A copy of the Commissioners Court Order MUST be submitted to the TxDMV** for optional fee changes. Please scan and submit the document electronically, or fax to (512) 467-5909.

**The Commissioners Court has approved the following optional fee changes for calendar year 2012 (January 1 through December 31, 2012):**

1. Impose a new County Road and Bridge Fee of $_____ (not to exceed $10.00)
2. Impose a new Child Safety Fund Fee of $_____ (not to exceed $1.50)
3. Discontinue the County Road and Bridge Fee of $_____
4. Discontinue the Child Safety Fund Fee of $_____
5. Impose TOTAL 2012 fees of $_____

**Information entered should be saved prior to emailing or faxing.**

**Thank you.**

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE A. CERTIFICATES OF TITLE AND REGISTRATION OF VEHICLES

CHAPTER 502. REGISTRATION OF VEHICLES

SUBCHAPTER C. COUNTY ADMINISTRATION

Sec. 502.172. OPTIONAL COUNTY FEE FOR ROAD AND BRIDGE FUND. (a) The commissioners court of a county by order may impose an additional fee, not to exceed $10, for registering a vehicle in the county.

(b) A vehicle that may be registered under this chapter without payment of a registration fee may be registered in a county imposing a fee under this section without payment of the additional fee.

(c) A fee imposed under this section may take effect only on January 1 of a year. The county must adopt the order and notify the department not later than September 1 of the year preceding the year in which the fee takes effect.

(d) A fee imposed under this section may be removed. The removal may take effect only on January 1 of a year. A county may remove the fee only by:

(1) rescinding the order imposing the fee; and

(2) notifying the department not later than September 1 of the year preceding the year in which the removal takes effect.

(e) The county assessor-collector of a county imposing a fee under this section shall collect the additional fee for a vehicle when other fees imposed under this chapter are collected.

(f) The department shall collect the additional fee on a vehicle that is owned by a resident of a county imposing a fee under this section and that, under this chapter, must be registered directly with the department. The department shall

send all fees collected for a county under this subsection to the county treasurer to be credited to the county road and bridge fund.

(g) The department shall adopt rules and develop forms necessary to administer registration by mail for a vehicle being registered in a county imposing a fee under this section.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 502.1725. OPTIONAL COUNTY FEE FOR TRANSPORTATION PROJECTS. (a) This section applies only to a county:

(1) that borders the United Mexican States;

(2) that has a population of more than 300,000; and

(3) in which the largest municipality has a population of less than 300,000.

(b) The commissioners court of a county by order may impose an additional fee, not to exceed $10, for registering a vehicle in the county.

(c) A vehicle that may be registered under this chapter without payment of a registration fee may be registered in a county imposing a fee under this section without payment of the additional fee.

(d) A fee imposed under this section may take effect only on January 1 of a year. The county must adopt the order and notify the department not later than September 1 of the year preceding the year in which the fee takes effect.

(e) A fee imposed under this section may be removed. The removal may take effect only on January 1 of a year. A county may remove the fee only by:

(1) rescinding the order imposing the fee; and

(2) notifying the department not later than September 1 of the year preceding the year in which the removal takes effect.

(f) The county assessor-collector of a county imposing a fee under this section shall collect the additional fee for a vehicle when other fees imposed under this chapter are

collected. The county shall send the fee revenue to the regional mobility authority of the county to fund long-term transportation projects in the county.

(g) The department shall collect the additional fee on a vehicle that is owned by a resident of a county imposing a fee under this section and that, under this chapter, must be registered directly with the department. The department shall send all fees collected for a county under this subsection to the regional mobility authority of the county to fund long-term transportation projects in the county.

(h) The department shall adopt rules and develop forms necessary to administer registration by mail for a vehicle being registered in a county imposing a fee under this section.

Added by Acts 2007, 80th Leg., R.S., Ch. 249, Sec. 1, eff. May 25, 2007.

Sec. 502.173. OPTIONAL COUNTY FEE FOR CHILD SAFETY. (a) The commissioners court of a county that has a population greater than 1.3 million and in which a municipality with a population of more than one million is primarily located may impose by order an additional fee of not less than 50 cents or more than $1.50 for registering a vehicle in the county. The commissioners court of any other county may impose by order an additional fee of not more than $1.50 for registering a vehicle in the county.

(b) A vehicle that may be registered under this chapter without payment of a registration fee may be registered in a county imposing a fee under this section without payment of the additional fee.

(c) A fee imposed under this section may take effect only on January 1 of a year. The county must adopt the order and notify the department not later than September 10 of the year preceding the year in which the fee takes effect.

(d) A fee imposed under this section may be removed. The removal may take effect only on January 1 of a year. A county may remove the fee only by:

(1) rescinding the order imposing the fee; and

(2) notifying the department not later than September 1 of the year preceding the year in which the removal takes effect.

(e) The county assessor-collector of a county imposing a fee under this section shall collect the additional fee for a vehicle when other fees imposed under this chapter are collected.

(f) A county imposing a fee under this section may deduct for administrative costs an amount of not more than 10 percent of the revenue it receives from the fee. The county may also deduct from the fee revenue an amount proportional to the percentage of county residents who live in unincorporated areas of the county. After making the deductions provided for by this subsection, the county shall send the remainder of the fee revenue to the municipalities in the county according to their population.

(g) A municipality with a population greater than 850,000 shall deposit revenue from a fee imposed under this subsection to the credit of the child safety trust fund created under Section 106.001, Local Government Code. A municipality with a population less than 850,000 shall use revenue from a fee imposed under this section in accordance with Article 102.014(g), Code of Criminal Procedure.

(h) After deducting administrative costs, a county may use revenue from a fee imposed under this section only for a purpose permitted by Subsection (g), Article 102.014, Code of Criminal Procedure.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.48, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 669, Sec. 141, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 162, Sec. 2, eff. May 26, 2009.

**AI-27712** **20. B.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** IT **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## CAPTION

Approval to pay Invoice# 1107-10-109 from Appriss in the amount of $30,710.00 for VINE Maintenance Fee after review, audit, and processing procedures are completed by County Auditor.

## BACKGROUND

VINE Grant.
VINE Maintenance Fee September 1 , 2010 thru August 31 , 2011.
Inv# 1107-10-109
Requisition # 199835

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1283-415-00-200-005-1-33(

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

**BUDGETARY IMPACT:**

Amount available through requisition#199835 as of 7-28-11 in the amount of $30,710.00 for Appriss Inc.

## Attachments

Appriss Invoice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Manuel Chapa (Originator) | Manuel Chapa | 07/28/2011 01:47 PM |
| Budget & Management | Merlen P. Munoz | 07/28/2011 02:05 PM |
| Erika Zamora | Erika Zamora | 07/28/2011 05:01 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:35 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Manuel Chapa Started On: 07/26/2011

Final Approval Date: 07/29/2011

Appriss
Technology to serve and protect

10401 Linn Station Road
Louisville, KY 40223-3842
www.appriss.com
502-561-8463
502-815-0301 (fax)

**Hidalgo County**
**Attn: Norma Garcia**
**PO Box 1356**
**Edinburg, TX 78539**

| Invoice No. | Date |
|---|---|
| 1107-10-109 | 9/01/10 |

| Description | Amount |
|---|---|
| **TX VINE Automated Victim Notification Services** | |
| VINE Maintenance Fee<br>September 1, 2010 thru August 31, 2011 | $ 30,710.00 |
| *Note: For assistance in receiving the Grant funding for this invoice, please contact the OAG at (512) 936-1653.* | |
| **TOTAL DUE:** | **$30,710.00** |

Contractor's Federal Tax Identification # **61-1371324**

TXHIDALGO

24001 - $30,710.00

**ALL INVOICES ARE DUE UPON RECEIPT. PLEASE REMIT PAYMENT TO:**

**APPRISS, INC.**
**ATTN: ACCTS RECEIVABLE**
**10401 LINN STATION ROAD, SUITE 200**
**LOUISVILLE, KY 40223-3842**

**AI-27739** **20. C. 1.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Norma Ceballos **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## CAPTION

Pct. #3 R&B (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for revenues received by Golf View Estates Property Owner Inc. for road improvements of Golf View Estates Phase I and Phase II.

b. Approval of 2011 appropriation of funds into Precinct #3 Golf View Estates Phase I & Phase II in the amount of $50,397.81 to fund road improvements of Golf View Estates Phase I and Phase II.

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-123-096-0-673

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

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of $50,397.81 into Golf View Estates Phase I and Phase II.

## Attachments

Certification of Revenues
Appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Perla Lopez (Originator) | Perla Lopez | 07/28/2011 09:02 AM |
| Budget & Management | Merlen P. Munoz | 07/28/2011 09:14 AM |
| Olga Garza | Olga Garza | 07/28/2011 09:47 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:50 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Perla Lopez Started On: 07/27/2011 10:53 AM

Final Approval Date: 07/29/2011

# 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 27, 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 a financial participation from Golf View Estates Property Inc. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $50,397.81 | Golf View Estates Road Improvements |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/27/11
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. | 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-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

# OFFICIAL HIDALGO COUNTY RECEIPT
# OFFICE OF THE COUNTY TREASURER
# NORMA G. GARCIA

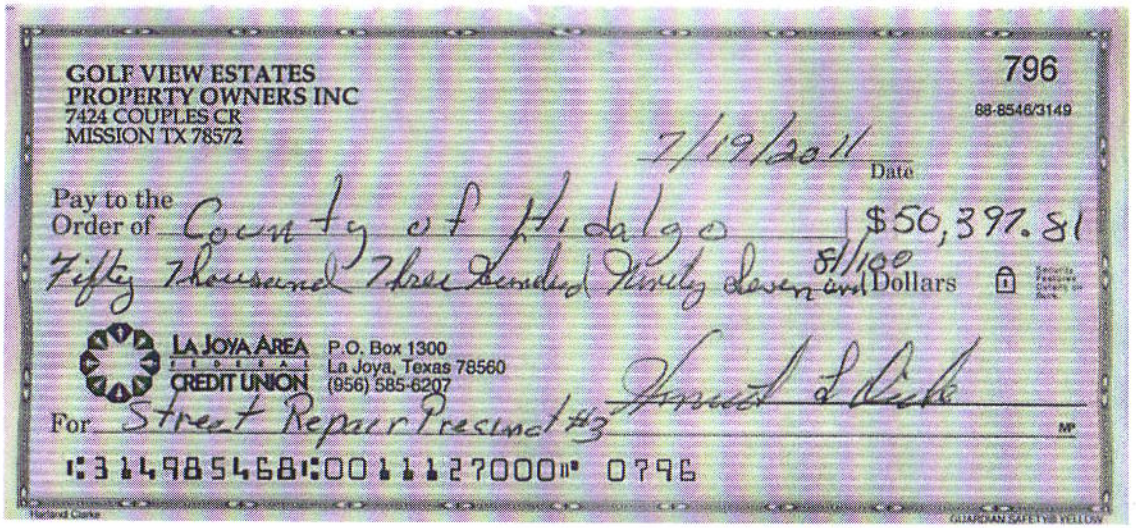
**Receipt No: 148256**

Received From: PCT. 3 GOLF VIEW ESTATES PROPERTY Date 07/22/11

| | | | | |
|---|---|---|---|---|
| 1 | 796 | AGENDA ITEM A1-27591 STREET REPAIR | 1-1200-364-00-123-000-0-000 | 50,397.81 |

**Total: 50,397.81**

| | |
|---|---|
| Check Total | 50,397.81 |
| Cash Total | .00 |
| Credit Total | .00 |
| Other Total | .00 |



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

LA JOYA AREA FEDERAL CREDIT UNION
P.O. Box 1300
La Joya, Texas 78560
(956) 585-6207

For Street Repair Presinct #3

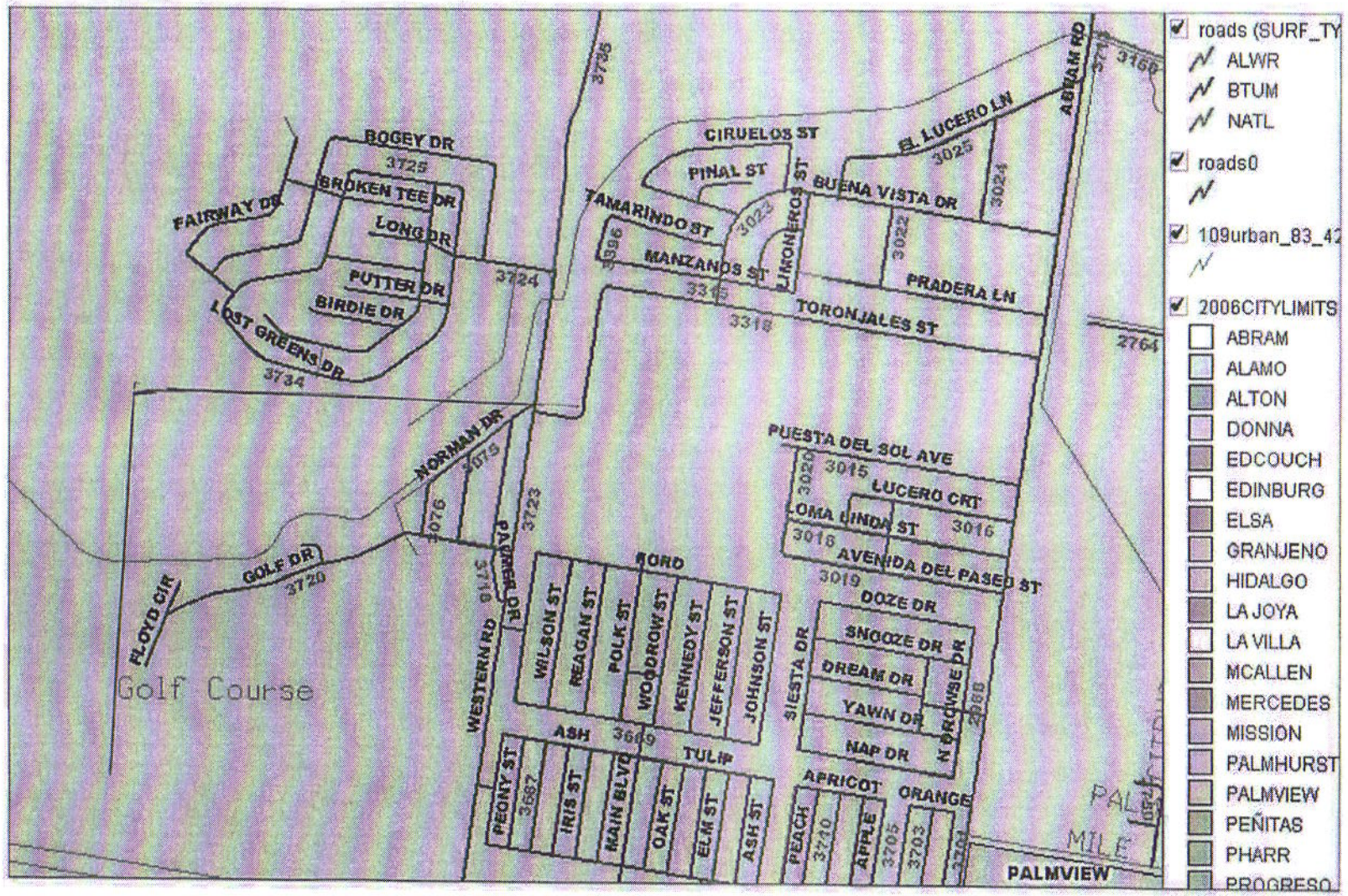
Ernest L Clark

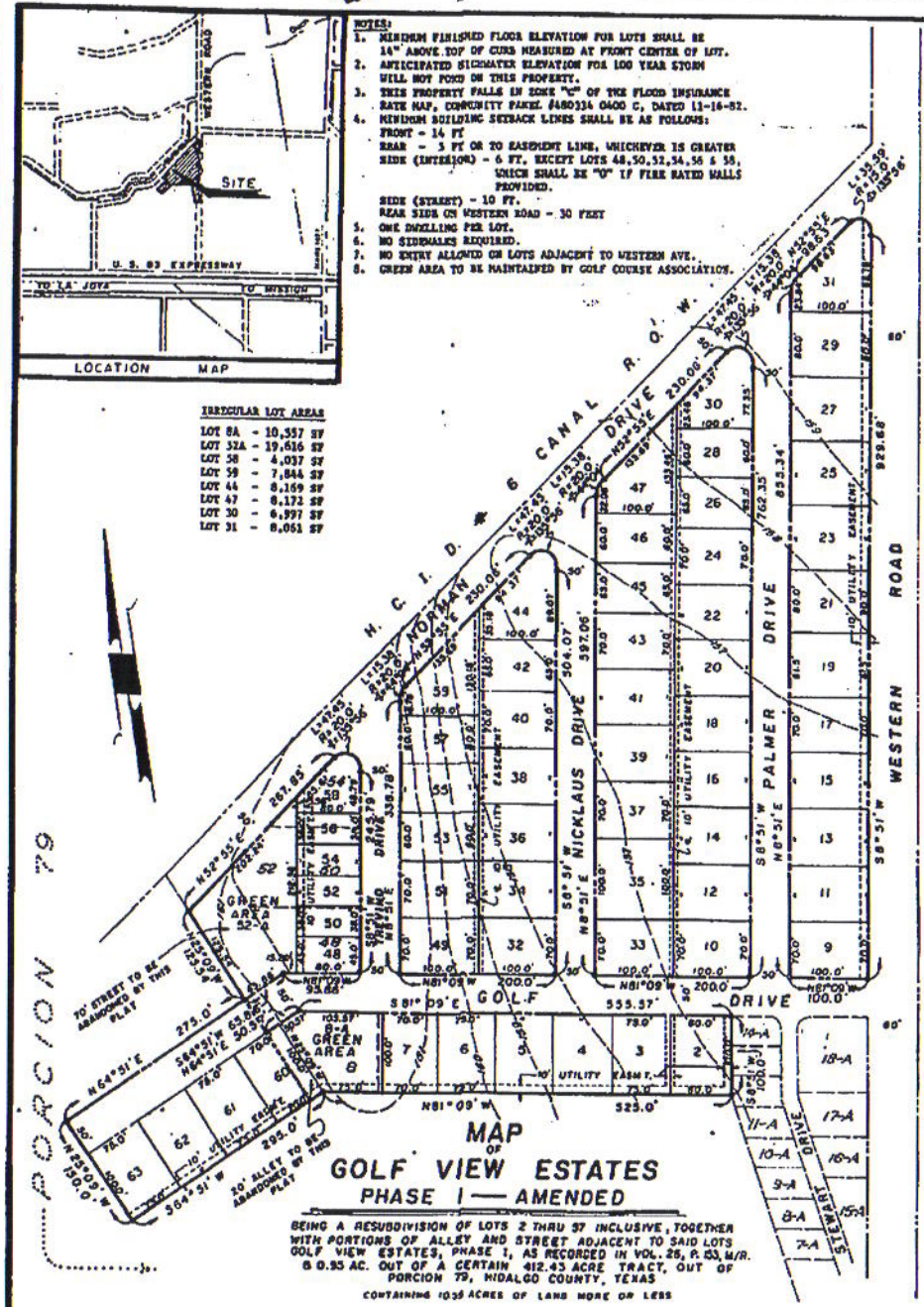
MP

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Harland Clarke

GUARDIAN SAFETY® YELLOW


BOGEY DR
3725
BROKEN TEE DR
LONG DR
FAIRWAY DR
PUTTER DR
BIRDIE DR
LOST GREENS DR
3734
3724
3735
CIRUELOS ST
PINAL ST
TAMARINDO ST
3023
LIMONEROS ST
EL LUCERO LN
3025
BUENA VISTA DR
3024
3022
ABRAM RD
3160
MANZANOS ST
3316
PRADERA LN
TORONJALES ST
3318
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
3719
GOLF DR
3720
FLOYD CIR
Golf Course
FORD
WILSON ST
REAGAN ST
POLK ST
WOODROW ST
KENNEDY ST
JEFFERSON ST
JOHNSON ST
DOZE DR
SNOOZE DR
DREAM DR
YAWN DR
NAP DR
SIESTA DR
N BROWNSVILLE DR
2968
WESTERN RD
ASH
3669
TULIP
PEONY ST
3667
IRIS ST
MAIN BLVD
OAK ST
ELM ST
ASH ST
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ORANGE
PEACH
3710
APPLE
3705
3703
3701
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ABRAM
ALAMO
ALTON
DONNA
EDCOUCH
EDINBURG
ELSA
GRANJENO
HIDALGO
LA JOYA
LA VILLA
MCALLEN
MERCEDES
MISSION
PALMHURST
PALMVIEW
PEÑITAS
PHARR
PROGRESO




METES AND BOUNDS

A 1.03 ACRE TRACT OF LAND - BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24, GOLFVIEW ESTATES, PHASE 1, HIDALGO COUNTY, TEXAS.

BEGINNING at an iron pin at the Southeast corner of said Lot 12, for the Southeast corner hereof; said point being the intersection of the East line of 50 foot Fulton Drive with the North line of 20 foot Golf Drive;

THENCE, with the South line of Lots 12 and 13 and North line of Golf Drive, North 89 Deg. 09 Min. East, 200.0 feet to an iron pin at the Southeast corner of Lot 13, for the Southeast corner hereof; said point being the intersection of the North line of Golf Drive and the East line of 50 foot Fulton Drive;

THENCE, with the East line of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 and the East line of Fulton Drive, North 0 Deg. 51 Min. East, 230.0 feet to an iron pin at the point of beginning of a curve to the right, for the Northeast corner hereof;

THENCE, with the Northeast line of Lot 24 and Southeast line of Harvey Drive, along said curve to the right, at a radius of 25.0 feet, through an arc of 39 Deg. 09 Min. and a distance of 17.08 feet to an iron pin at the end of curve, for a point in the Southeast line hereof;

THENCE, continue with the Southeast line of Lot 24 and Southeast line of Harvey Drive, South 51 Deg. 00 Min. East, 238.68 feet to an iron pin at the point of beginning of a curve to the right, for a point on the Northeast line hereof;

THENCE, with the Northeast line of Lot 24 and Southeast line of Harvey Drive, along said curve to the right, at a radius of 20.0 feet, through an arc of 90 Deg. 00 Min. and a distance of 31.42 feet to an iron pin at the end of curve, for the Northeast corner hereof;

THENCE, with the East line of Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and the East line of Fulton Drive, South 0 Deg. 51 Min. West, 1,150.00 feet to the POINT OF BEGINNING. Containing 2.03 acres of land, more or less.

METES AND BOUNDS

A 0.96 ACRE TRACT OF LAND - BEING ALL OF LOTS 48, 49, 50, AND 51, GOLFVIEW ESTATES, PHASE 1, HIDALGO COUNTY, TEXAS.

BEGINNING at an iron pin at the Southeast corner of said Lot 48, for the Southeast corner hereof; said point being the intersection of the East line of 50 foot Fulton Drive with the North line of 20 foot Golf Drive;

THENCE, with the South line of Lot 48 and North line of Golf Drive and the Easterly projection, South 89 Deg. 09 Min. West, 15.86 feet to an angle point, for a point in the South line hereof;

THENCE, parallel to an 50 foot Northerly from the South line of Golf Drive, South 89 Deg. 09 Min. West, 65.86 feet to an iron pin at the point of intersection with the East line of said 50 foot Drive, for the Southwest corner hereof;

THENCE, with the East line of said Drive, North 25 Deg. 09 Min. East, 105.86 feet to an iron pin at the intersection with the Southerly projection of the Southeast line of Harvey Drive, for the Northwest corner hereof;

THENCE, with the said projection and the Southeast line of Harvey Drive and the Northeast line of Lots 32 and 33, North 32 Deg. 51 Min. East, 302.00 feet to an iron pin at the point of beginning of a curve to the right, for a point on the Northeast line hereof;

THENCE, with the Northeast line of Lot 33 and Southwest corner of Harvey Drive, along said curve to the right, on a radius of 20.0 feet, through an arc of 115 Deg. 18 Min. and a distance of 32.40 feet to an iron pin at the end of curve, for the Northwest corner hereof;

THENCE, with the East line of Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and the East line of Fulton Drive, South 0 Deg. 51 Min. West, 1,150.00 feet to the POINT OF BEGINNING. Containing 2.03 acres of land, more or less.

METES AND BOUNDS

A 1.27 ACRE TRACT OF LAND - BEING ALL OF LOTS 2 through 5, inclusive, GOLFVIEW ESTATES, PHASE 1, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin at the Northeast corner of said Lot 2, for the Northeast corner hereof; said point being on the South line of 50 foot Golf Drive;

THENCE, with the South line of Lot 2, South 0 Deg. 51 Min. West, 100.0 feet to an iron pin at the Southeast corner of Lot 2, for the Southeast corner hereof;

THENCE, with the South line of Lots 2 through 5, North 89 Deg. 09 Min. West, 225.0 feet to an iron pin at the Southwest corner of Lot 5, for a point in the South line hereof;

THENCE, with the South line of GolfView Estates, Phase 1, and its Easterly projection, North 64 Deg. 51 Min. East, 233.3 feet to an iron pin, for the Southeast corner hereof;

THENCE, North 25 Deg. 09 Min. West, 130.0 feet to an iron pin, for the Northeast corner hereof;

THENCE, North 64 Deg. 51 Min. East, 175.0 feet to an iron pin on the East line of GolfView Estates, Phase 1, for the most Easterly Northeast corner hereof;

THENCE, with the East line of GolfView Estates, Phase 1, South 25 Deg. 09 Min. East, 39.0 feet to its intersection with the Easterly projection of the South line of Golf Drive, for an interior corner hereof;

THENCE, with said projection line and the South line of Golf Drive, North 64 Deg. 51 Min. East, 58.33 feet to an iron pin at a corner of Lot 6, for a point in the North line hereof;

THENCE, with the South line of Lots 6 through 8, inclusive and the South line of Golf Drive, South 89 Deg. 09 Min. West, 333.33 feet to the POINT OF BEGINNING. Containing 2.27 acres of land, more or less.

METES AND BOUNDS

A 2.25 ACRE TRACT OF LAND - BEING ALL OF LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 AND 23, GOLFVIEW ESTATES, PHASE 1, HIDALGO COUNTY, TEXAS.

BEGINNING at an iron pin at the Southeast corner of said Lot 9, for the Southeast corner hereof; said point being the intersection of the East line of 50 foot Western Road with the North line of 20 foot Golf Drive;

THENCE, with the South line of Lot 9 and North line of Golf Drive, North 89 Deg. 09 Min. West, 200.0 feet to an iron pin at the Southwest corner of Lot 9, for the Southwest corner hereof; said point being the intersection of the North line of Golf Drive and the East line of 50 foot Fulton Drive;

THENCE, with the East line of Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 and the East line of Palmer Drive, North 0 Deg. 51 Min. East, 451.34 feet to an iron pin at the point of beginning of a curve to the right, for the Northeast corner hereof;

THENCE, with the Northeast line of Lot 23 and Southwest line of Harvey Drive, along said curve to the right, at a radius of 25.0 feet, through an arc of 90 Deg. 00 Min. and a distance of 39.27 feet to an iron pin at the end of curve, for a point in the Southeast line hereof;

THENCE, continue with the Southeast line of Lot 23 and Southwest line of Harvey Drive, South 89 Deg. 09 Min. West, 200.0 feet to an iron pin at the point of beginning of a curve to the right, for a point on the Southeast line hereof;

THENCE, with the Southeast line of Lot 22 and Southwest corner of Harvey Drive, along said curve to the right, at a radius of 25.0 feet, through an arc of 90 Deg. 00 Min. and a distance of 39.27 feet to an iron pin at the end of curve, for the Southeast corner hereof;

THENCE, with the East line of Lots 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12 and 11 and the East line of Palmer Drive, South 0 Deg. 51 Min. West, 451.34 feet to the POINT OF BEGINNING. Containing 2.25 acres of land, more or less.

346114

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 5488
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 24th DAY OF JUNE, 1992.

NOTARY PUBLIC

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR 01585 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 G. 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 THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF MISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, STEPHEN SPEAR, 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. 59231

Recorded in Volume 28, Page 151A of the map records of Hidalgo County, Texas.
Melden and Hunt, Inc.
County Surveyor 87-SGOLF.MT

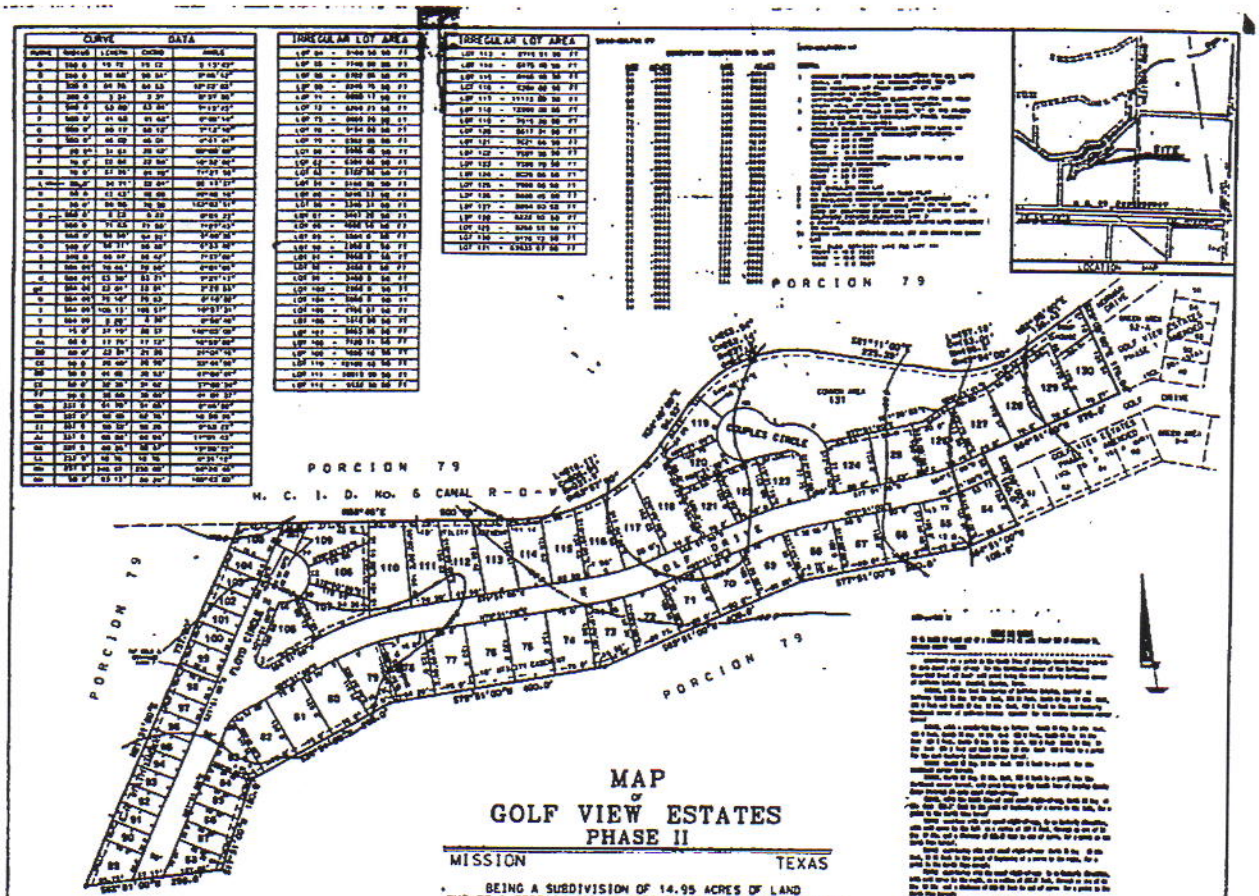
COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: Jack J. Kurth

PREPARED BY
FABIAN, WILSON & MEDINA, INC.
320 N. 16TH STREET
MCALLEN, TEXAS 78501

SCALE 1" = 50' DATE: JUNE 24, 1992

VOL. 28 PG. 151A

VOL. 30 PG. 35




# 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, KELSON & 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
Hidalgo County, Texas
Deed and Map Rec.
County Clerk

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 THE HIDALGO COUNTY PLANNING DEPT.
DATE: 12-16-94

Checked for Mapping by
DATE: 4/3/95

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 THE COMMISSIONERS COURT
This the 4th day of April, 1995
JOHN WILSON PULLIN, County Clerk
Hidalgo County, Texas
By Deputy

STATE OF TEXAS
COUNTY OF HIDALGO

I, STEPHEN SPANN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

3-22-95

REGISTERED PROFESSIONAL ENGINEER

**DATE:** August 2, 2011

**2011**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Department of Budget & Management
for Pct. #3 R&B (1200)

**AI-27739**

**ACCOUNT NUMBER:** 1-1200-431-00-123-096-0-673

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**Contact:** Perla Lopez
**Ph#:** 292-7025 Ext. 5419

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 NUMBERS | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 1-1200-431-00-123-096-0-673 | Pct. #3 Golf View Estates Ph 1 & Ph II - R&B R&M Supplies | $ 50,397.81 |
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| *1-1200-364-00-123-000-0-000* | *R&B Pct. #3 - Contributions & Donations* | *50,397.81* |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **50,397.81** |

**REASON:**

**Appropriation of funds received by Golf View Estates Property Owner Inc. for the road improvements of Golf View Estates Phase I and Phase II.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** (  /  /  )

**ATTEST COUNTY CLERK**

**AI-27809** **21. A. 4.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## CAPTION

Acceptance and approval of the final negotiated contract document with Brian Godinez dba/Godinez Communications for the provision of "Professional Consulting Services to Assit, Assess, Review and Facilitate Hidalgo County's Revenue and Expenditure Efficiencies in Various Public and Private Sector (Including All Funding Sources, Programs and entities)"

## BACKGROUND

AI - 26799 Presented on May 31, 2011 for Approval of sole response -Acceptance of the scoring/evaluation grid and Authority for Purchasing Department to negotiate a contract.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Funding to be apppropriated at issuance of work authoriztion. Each WA will need approval and funding.

## Attachments

CONTRACT DOCUMENTATION

LEGAL'S APPROVAL OF CONTRACT

COPY OF AI-26799

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Martha Salazar | Marty Salazar | 07/28/2011 04:39 PM |
| Budget & Management | Merlen P. Munoz | 07/28/2011 04:56 PM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 04:25 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Yolanda Velasquez Started On: 07/28/2011 04:20 PM

Final Approval Date: 07/29/2011

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**C-11-117-08-02**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Brian Godinez, dba Godinez Communications**, Professional Consultant, of **McAllen, Texas**, hereinafter called the **"Consultant".**

**WITNESSETH:**

WHEREAS, the **Owner** desires to contract with the **Consultant** to provide professional consulting services related to **"Professional Consulting Services To Assist, Assess, Review, And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All Funding Sources, Programs, And Entities)"** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Consultant** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Consultant**. The **Owner** agrees to employ the **Consultant** and the **Consultant** agrees to perform professional consulting services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Consultant** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services**. This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work**. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement. **CONSULTANT** agrees

to provide those services more particularly as described on **EXHIBIT "B"** attached hereto and made part of this agreement. **CONSULTANT** shall provide the services for the rates and fees described on **EXHIBIT "B"** attached hereto and made part of this agreement. Consultant shall commence work upon receipt of a Work Authorization issued by County.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Consultant**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work**. The **Consultant** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

**2.4 Non-Exclusive Services of Consultant, Hidalgo County** reserves the right to request these services from other sources other than the consultant and shall not be in violation of any terms or conditions of this Agreement.

**ARTICLE 3. Period of Service**. Upon execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date**. This Agreement will terminate on **August 2, 2012** hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Consultant** for work performed or costs incurred by the **Consultant** prior to the date authorized by the **Owner** for the **Consultant** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Consultant** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the

**Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Consultant** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Consultant** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Consultant**, followed by written confirmation from the **Owner** to the **Consultant** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Consultant**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date.**

**3.4 Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Consultant.** The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Consultant** and the **Owner**.

(3) By the **Owner,** upon failure of the **Consultant** to fulfill the **Consultant's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Consultant** of such failure and the **Consultant** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Consultant**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Consultant** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Consultant.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Consultant.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Consultant** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Consultant** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Consultant** to fulfill the **Consultant's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the

work to completion. In such case, the **Consultant** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Consultant** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Consultant**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Consultant** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Consultant,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Consultant** under this Agreement, except the obligations set forth in Articles 11, 12, 13, 15, 16, 17, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Consultant** shall, from time to time during the progress of the work, confer with the **Owner**. The **Consultant** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Consultant's** services and work.

At the request of the **Owner** or the **Consultant**, conferences shall be provided at the **Consultant's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Consultant's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Consultant's** preliminary report will be addressed by the **Consultant** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Consultant's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Consultant's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Consultant** to determine the corrective action needed by either the **Owner** or the **Consultant.**

The **Consultant** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Consultant's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Consultant** within established time periods; this disclosure will be accompanied by a statement by the **Consultant** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Consultant, the Owner shall compensate the Consultant as follows:

**5.1** ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Consultant**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Consultant** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Consultant** for

***Services*** shall be made by the **Owner**, upon presentation by the **Consultant** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2** ***Special Services***. Those services that may be required to provided by the **Consultant** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Consultant,** the **Owner** shall pay the **Consultant** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement.

**ARTICLE 6. Method of Payment.**

**6.1 Request for Payment**. Payments to the **Consultant** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Consultant** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Consultant** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Consultant** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner**

meets approving such payment, the **Owner** shall make payment to the **Consultant** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Consultant** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Consultant** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Consultant** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Consultant** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Consultant** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Consultant** delivers to the **Owner** an affidavit that so far as the **Consultant** has knowledge or information any and all amounts due for materials and services over which the **Consultant** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Consultant** hereunder if any one or more of the following conditions precedent exist:

The **Consultant** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(1) Any part of such payment is attributable to the **Consultant's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Consultant's** services which were performed in accordance with this Agreement.

(2) The **Consultant** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Consultant;**

(3) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Consultant's** services in accordance with this Agreement, no additional payments will be due the **Consultant** hereunder unless and until the **Consultant,** at its sole cost, performs a sufficient portion of the **Consultant's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Consultant's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Consultant's** services to which such partial payment related or relieves the **Consultant** of any of its obligations hereunder with respect thereto.

**6.5** The **Consultant** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Consultant's** services.

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Consultant** appearing after completion of the **Project.** (2) failure of the **Consultant's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Consultant** except those previously made in writing and identified by the **Consultant** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization**. After execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Consultant** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Consultant** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Consultant** will prepare a **Work Authorization** document, which will include a

description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Consultant**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Consultant's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Consultant** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Consultant** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Consultant** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Consultant** and the **Owner.** The **Consultant** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Consultant** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Consultant,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements**. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Consultant,** and/or (3) for any other reason agreeable to the **Owner** and the Consultant. All supplemental agreements will be developed in the form identified in **EXHIBIT**

**"F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Consultant** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Consultant** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Consultant** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Consultant** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Consultant** pending verification of satisfactory work performed by the **Consultant.**

**ARTICLE 9. Additional Work**. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Consultant** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Consultant** and a written supplemental agreement will be executed between the **Owner** and the **Consultant** as provided herein. The **Consultant** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Consultant** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Consultant** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Consultant** for work

performed or costs incurred by the **Consultant** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work**. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound Consulting principles, the **Consultant** shall make such revisions if requested and directed by the **Owner.**

**10.1 Preliminary Work.** The **Consultant** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound Consulting principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Consultant** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Consultant will be in accordance with Article 9 hereof.

**10.3 Project Delays**. If the **Consultant** is required to perform additional work due to delays by the imposition of causes not within the **Consultant's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Consultant** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost**. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the cost of the **Project** to an amount within the sum estimated by the **Consultant,** the **Consultant** will be required to make such revisions or changes. These changes will only be considered additional work

by the **Consultant,** if the **Consultant** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Consultant** in accordance with Article 9 hereof. If **the Consultant** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Consultant.**

**ARTICLE 11. Ownership** and **Release of Documents**.

**11.1 Ownership of Documents**. All documents furnished to the **Consultant** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Consultant,** at the **Consultant's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information**. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12. Discounts, Rebates, Refunds**. In connection with procurement services rendered by the **Consultant,** if procurement services are required of the **Consultant** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Consultant** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Consultant** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Consultant.**

**ARTICLE 13. Records, Accounting, Inspection**. The **Consultant** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Consultant** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Consultant** regarding the **Project** and to all of the **Consultant's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Consultant** shall

preserve all such records for three (3) years after final payment. The **Consultant** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

**ARTICLE 14. Subcontracting and Assignment**. The **Consultant** shall not assign, subcontract or transfer the **Consultant's** interest in this Agreement without the prior written consent of the **Owner.** The **Consultant** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Consultant** of any responsibilities under this Agreement.

The **Consultant,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents**. The **Consultant** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Consultant** or from the use of any process designed by the **Consultant** or effected by said apparatus or equipment, and the **Consultant** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Consultant** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Consultant** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Consultant** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Consultant** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Consultant** covering any machines, apparatus, processes, articles, or products included in the **Consultant's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions**.

**16.1 Confidential Information**. The **Consultant** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Consultant** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Consultant** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Consultant's** possession prior to such disclosure to the **Consultant** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Consultant** or which otherwise shall lawfully become available to the **Consultant** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Consultant** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Consultant** shall, however, inform each of its employees who receive such information of these restrictions and the **Consultant** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

**16.2 Inventions**. The **Consultant** shall communicate to the **Owner** at once, and require the **Consultant's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Consultant's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this

**Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Consultant** as compensation for services rendered by the **Consultant** under contract with the **Owner**. The **Consultant** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Consultant's** employees to work under any contract with the **Owner** concerning this **Project,** the **Consultant** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Consultant's Seal, Responsibility and Warranties**.

**17.1 Consultant's Responsibility**. The **Consultant** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant**. No additional compensation will be made to the **Consultant** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant.**

**17.2 Warranties.**

(a) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Consultant** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Consultant's** experience and abilities with respect to performing the **Consultant's** services hereunder. The **Consultant** accepts the relationship of trust and confidence established between it and the **Owner** by this

Agreement. The **Consultant** covenants with the **Owner** to use the **Consultant's** best efforts, skill, judgement and abilities to perform work on the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

(b) The **Consultant** represents, covenants and agrees that all of **Consultant's** services to be furnished by the **Consultant** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among Consultants of similar experience, knowledge, skill and ability engaged in Consulting practice throughout Texas under the same or similar circumstances involving the request of **Project.**

(c) The **Consultant** represents, covenants and agrees that the **Consultant's** special talent, training and experience cause the **Consultant** to be the prime professional on the **Project;** that because of such talent and training, the **Consultant** envisions of the **Project** in its entirely and possesses the special skills which enable the **Consultant** to recognize dangerous conditions that a reasonable, prudent Consultant having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Consultant** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(d) If the development of **work schedule** identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Consultant** for the **Project,** the **Consultant** represents, covenants and agrees that the **work schedule** of the **Project** will be accurate and free from any material errors. The **Consultant** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the

amenities as set forth in any **work schedule** developed by the **Consultant** for the **Project;** that the result of such **work schedule**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Consultant's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **work schedule** developed by the **Consultant** for the **Project**, nor shall the **Consultant** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Consultant'**s skill and knowledge in preparing such **work schedule.**

(e) In connection with the **Consultant'**s performance of procurement services hereunder, if any, the **Consultant** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Consultant's Resources**. The **Consultant** shall furnish and maintain, at the **Consultant's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Employees of the Consultant.** All employees of the **Consultant** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Consultant** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Consultant** certifies that the **Consultant** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.2 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a

need for the **Consultant** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Consultant** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Consultant** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Consultant's** services through activities of the **Consultant**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Consultant** or of any person employed or contracted by the **Consultant** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Consultant,** anyone directly or indirectly employed by the **Consultant** or anyone for whose acts the **Consultant** may be legally liable. The **Consultant** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Consultant,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Consultant** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability**. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21. Insurance** The **Consultant** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Consultant** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Consultant** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Consultant** will be considered in breach of contract should the **Consultant** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Consultant** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

**ARTICLE 22. Compliance with Laws**. The **Consultant** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Consultant** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-collusion**. The **Consultant** warrants that the **Consultant** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that the **Consultant** has not paid or agreed to pay any company,

Consultant or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee,* or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Consultant** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax**. The **Consultant** hereby certifies that the **Consultant** is not delinquent in Texas franchise tax payments, or that the **Consultant** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Consultant** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Consultant** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event 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 .

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| | | | |
|---|---|---|---|
| **OWNER:** | Hidalgo County<br>100 E. Cano, 2nd Floor<br>Edinburg, Texas 78539 | **CONSULTANT**: | Brian Godinez<br>dba Godinez Communications<br>300 S. 8th Street<br>McAllen, Texas 78501 |

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Consultant** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Consultant** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Consultant** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Consultant** shall remain an independent contractor and shall have no power nor shall the **Consultant** represent that the **Consultant** has any power to bind the **Owner** or to assume or to

create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Consultant** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Consultant** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Consultant.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Consultant** and the **Owner** have caused this **Agreement for Professional Consulting Services** to be effective as of the _____ day of _____, 2011.

**CONSULTANT:**

**BY:** _____

\

**OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

**Approved on Commissioners' Court:** August 2, 2011

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the Owner-Exhibit "A"-Requirements Of RFP |
| **EXHIBIT B** | -Scope of Services to be provided by the Consultant |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Consultant's Rates |
| **EXHIBIT E** | -Work Authorization Form |
| **EXHIBIT F** | -Supplemental Agreement Form |
| **EXHIBIT G** | -Certificate of Insurance (*Hidalgo County)* |

# EXHIBIT A
# SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

# EXHIBIT "A"

## Services to be provided by the OWNER
## "Requirements-RFP"

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **CONSULTANT** the following:

(1) Authorization to the **CONSULTANT** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **CONSULTANT** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **CONSULTANT,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **CONSULTANT** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **CONSULTANT'S** request for information and/or required submittals and deliverables, in order for the **CONSULTANT** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **CONSULTANT.**

(7) Assist the **CONSULTANT** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

# EXHIBIT B
# SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

**EXHIBIT B**
**SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT**

- Discover and evaluate the current conditions and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Plan, prepare, facilitate, communicate and coordinate meetings, work sessions, briefings, presentations and reports for County Officials/Representatives for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies on a weekly, monthly and/or quarterly basis; (or as requested by County Commissioner's Court);

- Coordinate with the County to jointly develop objectives and strategies for County's drainage, indigent defense, communications and economic development relating to County's revenue and expenditure efficiencies;

- Assist with providing appropriate input on any studies identifying concerns that impact the County relating to County's revenue and expenditure efficiencies for drainage, indigent defense, communications and economic development;

- Determine and communicate the various impacts to the County of any and/or such concerns relating to county revenue and expenditure efficiencies drainage, indigent defense, communications and economic development;

- Prepare a schedule of work;

- Prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Consultant services and work.

- Prepare preliminary study reports for approval by the County;

- Advise the County of events which have a significant impact upon the progress of the Consultant's services and work and the approved Work Schedule;

- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County;

- Cooperate and coordinate fully with the County Commissioners' Court, as well as with the professional and administrative staffs of the County;

- Report and consult to the County Commissioners as often as reasonably necessary;

- Identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs for drainage, indigent defense, communications and economic development;

- Collect, analyze, and report data on the performance of program activities that are funded by public and private sources for drainage, indigent defense, communications and economic development;

- Research County's revenue and expenditure efficiencies in various public and private sectors including communications, online technologies, public outreach, and awareness;

- Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding;

- Submit a proposed schedule and tasks required to implement recommended changes;

- Develop procedures for administering the proposed expenditure efficiencies.

# EXHIBIT C
# WORK SCHEDULE

**EXHIBIT C**
**WORK SCHEDULE**

- Work with County Officials/Representatives to research, discover and evaluate the current conditions and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Organize a series of meetings, work sessions, briefings with County Officials/Representatives to discuss, address and develop strategies and implementation plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Develop, coordinate, communicate and facilitate with presentations, materials and logistics for meetings, work sessions and briefings with County Officials/Representatives to discuss, address and develop the concerns, objectives, strategies and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Develop impact and conclusion reports for County Officials/Representatives for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies and communicate these reports on a weekly, monthly and/or quarterly basis; (or as requested by County Commissioner's Court);

- Assist with providing appropriate input on any preliminary studies identifying strategies that impact the County relating to County's revenue and expenditure efficiencies for drainage, indigent defense, communications and economic development for approval by the County;

- Identify, define, and develop funding sources to possibly support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs for drainage, indigent defense, communications and economic development;

- Collect, analyze, and report data on the performance of possible program activities that are funded by public and private sources for drainage, indigent defense, communications and economic development;

- Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding;

- Submit a proposed schedule and tasks required to implement recommended changes;

- Develop procedures for administering the proposed expenditure efficiencies.

# EXHIBIT D
# CONSULTANT'S RATES

# EXHIBIT D
# CONSULTANT COST / RATES

| Description - All Inclusive | Hourly Fees |
|---|---|
| Principal-in-Charge | $135 |
| Graphic Design | $65 |
| Copy Writing | $55 |
| Administrative Support | $45 |

**Material Rates**

| Item | Unit Rate |
|---|---|
| Mileage (outside of Hidalgo County) | IRS Allowable Rate |
| Sub-consultant Fees | Billable Hourly Rate + 10% |
| Reimbursement expenses (e.g. travel out of area, printing) | At cost plus 10% (pre-approved by the County) |

# EXHIBIT E
# WORK AUTHORIZATION FORM

# HIDALGO COUNTY

## Professional Consulting Services

## Contract # _____

## Work Authorization Form

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional consultant of _____, Texas, hereinafter called "_____".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the to provide _____
_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Consultant** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the*** **Consultant** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on _____, 2011 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County, County Judge** as to content and detail of this **Work Authorization No.____**.

COUNTY OF HIDALGO

BY: _____

**Ramon Garcia, County Judge**

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

| | |
|---|---|
| THE : | THE OWNER: |
| (Firms Name) | HIDALGO COUNTY |
| _____ | _____ |
| By: (Name of ) | By: Ramon Garcia, County Judge |

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Consultant
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# EXHIBIT F
# SUPPLEMENTAL AGREEMENT FORM

# EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Consultant of, _____, Texas, hereinafter called the "**CONSULTANT**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **CONSULTANT** executed the **Agreement** on the _____ day of _____ 2011 concerning **CONSULTANT** for _____ _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to _____ _____

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **CONSULTANT** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the **Consultant** and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE CONSULTANT:
CONSULTANT

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT:_____

LIST OF ATTACHMENTS

(as required)

# EXHIBIT G
# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2011

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**
MORALES INSURANCE SERVICES
1618 W PECAN SUITE 1
MCALLEN, TX 78501

CONTACT NAME: YESENIA LOZANO
PHONE (A/C, No, Ext): 956-630-4343 FAX (A/C, No): 956-630-4374
E-MAIL ADDRESS: YLOZANO8181@SBCGLOBAL.NET

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : THE HARTFORD | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
BRIAN GODINEZ
DBA: GODINEZ COMMUNICATIONS
300 S 8TH STREET
MCALLEN TX 785001

**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 | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | | |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [ ] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | X | | 46SBMZW6973 | 12/03/2010 | 12/03/2011 | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | $ |
| | 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? [ ] N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HIDALGO COUNTY ADDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY .

**CERTIFICATE HOLDER**
HIDALGO COUNTY
2802 SOUTH BUSINESS HWY 281
EDINBURG, TX 78539

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

AUTHORIZED REPRESENTATIVE


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# Affidavit Agreement

Date: **May 24, 2011**

Affiant: **Brian Godinez d.b.a. Godinez Communications**

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Brian Godinez** states he is a sole proprietor doing business as **Godinez Communications** with Hidalgo County under RFP # **2011-117** dated **May 18, 2011**. Affiant will provide services for **Hidalgo County** under a Hidalgo County RFP /Q Description: **Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies,** which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

GLADYS BARRERA
Notary Public, State of Texas
My Commission Expires
June 28, 2014

Printed Name of Affiant: **Brian Godinez**

SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

## Evangelina Garcia

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, April 27, 2011 3:37 PM
**To:** 'Steve Crain'
**Cc:** 'Yolanda Velasquez'; 'Evangelina Garcia'
**Subject:** RE: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Thank you

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, April 27, 2011 2:25 PM
**To:** 'Martha Salazar'
**Subject:** RE: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

It is ready to go.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, April 27, 2011 1:56 PM
**To:** 'Steve Crain'
**Cc:** 'Evangelina Garcia'; 'Yolanda Velasquez'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Mr. Crain,
Revision has been made as indicated (see attachment), having made this last revision is it safe to state that the buyer can utilized this draft contract with her packet and proceed to release. There are about three potential participants who are requesting to have a packet sent to them. Please let me know.

Thank you

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Wednesday, April 27, 2011 1:50 PM
**To:** 'Martha Salazar'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

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**From:** Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
**Sent:** Wednesday, April 27, 2011 11:10 AM
**To:** 'Vangie'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Ms. Vangie

Received the following from Mr. Crain.

---

**From:** Stephen L. Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, April 27, 2011 11:06 AM
**To:** 'Martha Salazar'
**Cc:** yolanda.velasquez@co.hidalgo.tx.us
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Please make changes as indicated.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, April 27, 2011 9:58 AM
**To:** 'Steve Crain'
**Cc:** 'Yolanda Velasquez'; 'Darlene Betancourt'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Mr. Crain,
Attached for your review with recommended changes as requested.

Thank you

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Wednesday, April 27, 2011 9:55 AM
**To:** 'Martha Salazar'
**Cc:** 'Yolanda Velasquez'; 'Darlene Betancourt'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Marty,
Please forward to legal for review on the revised changes as suggested below.

Thank you

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Tuesday, April 26, 2011 4:57 PM
**To:** 'Evangelina Garcia'
**Subject:** RE: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Yes you need to renumber and then go line by line in any sentence that contains paragraph numbers to change those numbers to the correct numbers. AN EXAMPLE OF THIS IS TOWARDS THE END OF 3.4.Also delete the first paragraph of 11.1.

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Tuesday, April 26, 2011 2:06 PM
**To:** 'Stephen L. Crain'

**Cc:** 'Martha Salazar'; 'Yolanda Velasquez'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Mr. Crain,
Attached for your review and comments is the revised contract with the changes as requested. Do I change the numbering sequence to be in order? Please advise.

Thank you

---

**From:** Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
**Sent:** Tuesday, April 26, 2011 10:36 AM
**To:** 'Vangie'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Ms. Vangie

Below are the changes requested by Crain. I went ahead and attached a draft that I did based on my understanding.
Also, I believe Ms. Marty meant to forward to you but, she forwarded to Erica instead.
Please advise.

THANKS
Yoli

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, April 20, 2011 12:40 PM
**To:** 'Yolanda Velasquez'; 'Erika Reyna'
**Cc:** 'Darlene Betancourt'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

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**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, April 20, 2011 12:26 PM
**To:** 'Martha Salazar'
**Subject:** RE: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

These comments only relate to the agreement. I will review the exhibits after these revisions are made. Delete 17.1, the second paragraph of 17.2,17.3(a), replace the word “design” in the third sentence of 17.2(b) with “perform work on”, delete 4th sentence and all remaining sentences in 17.3(b) and delete 18.1. Are you sure this vendor will met the definition of a consultant?

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, April 20, 2011 11:33 AM
**To:** 'Steve Crain'

**Cc:** 'Evangelina Garcia'; 'Yolanda Velasquez'
**Subject:** FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj
**Importance:** High

Mr. Crain:
Attached for your review and comment is the draft form of agreement we are including in the procurement packet for the RFP on Revenue and Expenditure Efficiencies for Hidalgo County. We have modeled from our Master Agreement type professional services contracts which include work authorizations and supplemental agreements. Please review and comment as to form.
Thanks,
Marty

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Tuesday, April 19, 2011 5:14 PM
**To:** 'Martha Salazar'
**Cc:** 'Yolanda Velasquez'; 'Darlene Betancourt'
**Subject:** Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Project

Marty,
Attached please find a draft professional consulting services contract with draft attachment pursuant to Yoli's request in connection to the Request For Proposals For Professional Consulting Services To Assist, Assess, Review, And facilitate Hidalgo County's Revenue And Expenditure Efficiencies In various Public And Private Sectors Project. Said project was advertised this past Saturday and there are several participants requesting a packet from Yoli but is lacking a draft contract to be inserted. Based on the Exhibit "A"-Requirements of the RFP that is to be based with a master agreement in place with work authorizations I went ahead and utilized a professional contract that we use for Engineering Services that includes work authorizations along with supplemental. I am not sure if this will suffice but if you can forward to legal for their review, guidance and any suggestions in order to proceed ahead in providing Yoli a draft contract for her packet. Appreciate legal's assistance on this.

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*

**AI-26799** **22. A. 4.**

**CC REGULAR**

**Meeting Date:** 05/31/2011

**Submitted For:** Marty Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## CAPTION

a. Acceptance of the scoring/evaluation grid (from the designated grading committee) for the purpose of CC to declare as "Qualified" the sole response received from Godinez Communications so as to proceed with the next phase of the procurement process-authority to negotiate; and

b. Authority for Purchasing Department to negotiate a contract with Godinez Communications for the provision of services as requested in RFP No: 2011-117-05-04-YZV-"Professional Consulting Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies"

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

Funding for each Work Authorization would need to be identified through the Department of Budget and Management.

No funds are required at this stage of procurement process.

## Attachments

Participation Log-Acceptance Sheet

scoring grid

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 05/25/2011 11:57 AM |
| Budget & Management | Ivan Cantu | 05/25/2011 01:14 PM |
| Rosalinda Cantu | Rosie Cantu | 05/26/2011 10:52 AM |
| Auditor's Office | | 05/27/2011 01:39 PM |

Form Started By: Yolanda Velasquez Started On: 05/23/2011 02:12 PM

Final Approval Date: 05/27/2011

**AI-27780** **21. A. 5.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Commissioners Court **Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## CAPTION

a. Approval to nominate at least three (3) architectural and/or engineering firms (whichever professional service is most appropriate for task requested) from the approved "pools" for evaluation through the County's protocol for engagement to perform services for the development of a County-wide study assesing all buildings (as determined & identified by CC) by precinct, including an Existing Condition Analysis, a Needs Analysis, and the development of a twenty (20) year Facilities Capital Improvement Program.

b. Approval to select an evaluation committee to score/grade the Statements of Qualifications of the nominated firms.

## BACKGROUND

DBM- POINT OF INFORMATION:
***Approval of project not identified.

Ms. Salazar will distribute a list of county buildings at Commissioners Court.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-18-160-001-0-54(

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

**BUDGETARY IMPACT:**

PURCHASING-ADVERTISING
$18,800.08 available funds in p.o.#650320 as of 07/28/11.

Funding will be identified upon acceptance of contract.

## Attachments

Email
Engineering Pool
Architects Pool

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:03 AM |

| | | |
|---|---|---|
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 04:24 PM |
| Purchasing Department (Originator) | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Marty Salazar Started On: 07/27/2011 03:57 PM

Final Approval Date: 07/29/2011

**Martha Salazar**

---

**From:** Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
**Sent:** Wednesday, July 27, 2011 3:21 PM
**To:** 'Martha Salazar'
**Subject:** FW: Agenda item
**Importance:** High
**Attachments:** 06172011095454904.pdf

Ms. Marty

As per your request, information in regards to the project requested by Ms. Chapa for assessment of HC Buildings

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

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, June 24, 2011 2:25 PM
**To:** 'Darlene Betancourt'
**Cc:** 'Valde Guerra'; monica.badillo@co.hidalgo.tx.us
**Subject:** FW: Agenda item
**Importance:** High

Ms. Darlene:
We need to assign this project.
Mr. Guerra:
Are you aware of this project?
Thanks,
Marty

---

**From:** Yolanda Chapa [mailto:yolanda.chapa@co.hidalgo.tx.us]
**Sent:** Wednesday, June 22, 2011 1:44 PM
**To:** 'Martha Salazar'
**Subject:** Agenda item

Marty, this is the agenda item I was told you already had a cc of.

**COUNTYWIDE**

**Agenda Item:**

Selection of an Architect / Engineer to perform services for the development of a County-wide Study assessing all buildings in Hidalgo County by Precinct, including an Existing Condition Analysis; a Needs Analysis, and the development of a 20-Year Facilities Capital Improvement Program.

# HIDALGO COUNTY PURCHASING DEPARTMENT
# RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

**PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012**

| | NAME OF COMPANY | Areas of Specialization | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Civil | Structural | Geo-technical | MEP | Mechanical | Environ-mental | Electrical | Highway | Other |
| #01 | **Quintanilla, Headley and Associates, Inc.**<br>124 E. Stubbs<br>Edinburg, TX 78539<br>TEL: 956-381-6480 - FAX: 381-0527<br>Alfonso Quintanilla, E.I.T., President<br>quintanillaheadley@sbcglobal.net | X | | | | | | | | -Land Surveying |
| #02 | **Noe Garza Engineers, Inc.**<br>204 W. 495<br>Pharr, TX 78577<br>TEL: 956-783-1207 - FAX: 783-1209<br>Noe Garza, P.E.<br>lydia.rodriguez@ngeinc.net | X | X | | | | | | | |
| #03 | **Civil Systems Engineering, Inc.**<br>P. O. Box 572373<br>Houston, TX 77257<br>TEL: 713-782-3811<br>FAX: 713-782-381<br>dli@cseengineers.com | X | | | | | X | | X | -GIS Application |
| #04 | **Rodriguez Engineering**<br>612 Nolana, Suite 320<br>McAllen, TX 78504<br>TEL: 956-687-7291 - FAX: 630-6220<br>Leo L. Rodriguez, P.E./R.P.L.S., President<br>atm1963@hotmail.com | X | | | | | | | X | |
| #05 | **Modern Technology-Modern Environment**<br>548 Naples St.<br>Corpus Christi, TX 78404<br>361-533-7102<br>Mitch Hudgins<br>mitch@mtmetex.com | | | | | | X | | | -Solid Waste/Landfill |
| #06 | **Cook-Joyce, Inc.**<br>812 West Eleventh<br>Austin, TX 78701-2000<br>TEL: 512-474-9097 - FAX: 474-8463<br>Steve Cook, P.E., President<br>brian.dudley@cook-joyce.com | | | | | | X | | | -Environmental, Civil Engineering<br>-Landfill |
| #07 | **Zarinkelk Engineering Services Inc.**<br>3033 Chimney Rock Suite 630<br>Houston, TX 77056<br>832-242-2426<br>832-242-2445 Fax<br>Roshan Moayed<br>roshan.moayed@zarinkelk.com | X | X | | | | | | X | |
| #08 | **Landtech Consultants, Inc.**<br>2525 North Loop West, Suite 300<br>Houston, TX 77008<br>713-861-7068<br>713-861-4131 fax<br>Cathy D'Arche<br>cdarche@landtech-inc.com | X | X | | | | | | | |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

**PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012**

| | NAME OF COMPANY | Areas of Specialization | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Civil | Structural | Geo-technical | MEP | Mechanical | Environ-mental | Electrical | Highway | Other |
| #09 | **Rio Delta Engineering**<br>323 W. Cano, Suite 100<br>Edinburg, TX 78539<br>TEL: 956-380-5152 -FAX:<br>Debra J. Guerra<br>riodelta2004@yahoo.com | | | | | | | | | |
| #10 | **Professional Service Industries, Inc.**<br>2020 North Loop 499, Suite 302<br>Harlingen, TX 78550<br>TEL: 956-423-6826 - FAX: 423-5735<br>Hector Garza, Branch Manager<br>Eladio.garza@psiusa.com<br>Hector.lopez@psiusa.com | | | X | | | X | | | |
| #11 | **Hinojosa Engineering, Inc.**<br>108 W. 18th Street<br>Mission, TX 78572<br>TEL: 956-581-0143 - FAX: 581-2074<br>XRicardo Hinojosa, P.E., President<br>hinojosaenginc@aol.com | X | X | | | | | | | |
| #12 | **Salinas Engineering & Associates**<br>2221 Daffodil Ave.<br>McAllen, TX 78501<br>TEL: 956-682-9081 - FAX: 686-1489<br>David Omar Salinas, P.E., M.S.E.E., President<br>dsalinas.sea@sbcglobal.net | X | X | | | | X | | X | |
| #13 | **Rio Delta Surveying**<br>8207 Mateo Escobar<br>Monte Alto, TX 78539<br>956-380-5154<br>Merelda Gonzalez<br>merelda@msn.com | X | | | | | | | | |
| #14 | **Halff Associates, Inc.**<br>4600 W. Military, Suite 700<br>McAllen, TX 78503<br>TEL: 956-664-0286 - FAX: 664-0282<br>Robert Saenz, P.E..<br>jtrevino@halff.com | X | X | | X | X | X | X | X | |
| #15 | **Cruz-Hogan Consultants**<br>605 E. Violet Avenue, Ste. 5<br>McAllen, Texas 78504<br>TEL: 956-682-5022<br>ATTN: RONNIE CRUZ<br>ronnie@cruzhogan.net<br>lorena@cruzhogan.net | X | | | | | X | | X | -Water & Wastewater Treatment<br>-Collection & Distribution |
| #16 | **Aldana Engineering & Traffic Design**<br>720 S Texas Blvd<br>Weslaco, TX 78596<br>956-968-4373<br>956-968-5803 fax<br>Minnie Hernandez<br>mhernandez@aetengineers.com | X | | | | | | | X | -Traffic Engineering |

## HIDALGO COUNTY PURCHASING DEPARTMENT
## RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

**PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012**

| | NAME OF COMPANY | Areas of Specialization | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Civil | Structural | Geo-technical | MEP | Mechanical | Environ-mental | Electrical | Highway | Other |
| #17 | **Izaguirre Engineering Group, LLC**<br>7413 N. La Homa St.<br>Mission, Tx. 78574<br>Ph. 956-240-0749<br>Fax. 956-584-0554<br>Diana Izaguirre<br>diana.izaguirre@yahoo.com | | | | | | | | | |
| #18 | **Javier Hinojosa Engineering**<br>416 E. Dove Avenue<br>McAllen, TX 78504<br>TEL: 956-668-1588 - FAX: 994-8102<br>Javier Hinojosa, P.E., Owner<br>javhin@rgv.rr.com<br>cybarra@bizrgv.rr.com | X | | | | | | | X | |
| #19 | **Innovative Civil Engineering Services, Ltd.**<br>1306 S F Street, Suite A<br>Harlingen, TX 78550<br>956-428-2443<br>956-202-0491<br>Jaime Cantu<br>Jaime.cantu@earthcorgv.com | X | | | | | | | | |
| #20 | **Entech Civil Engineers, Inc.**<br>16360 Park Ten Place, Suite 230<br>Houston, TX 77084<br>Juan Antonio (Tony) Gelacio, President | X | X | | | | | | X | |
| #21 | **Bolva Engineering, LLC**<br>7900 N 4th St<br>McAllen, TX 78504<br>956-793-2943<br>Lizbeth Guerra<br>lizbeth@bolvaenginerring.com | X | X | | X | | | | | |
| #22 | **Terracon Consultants, Inc.**<br>1506 Mid-Cites Drive<br>Pharr, TX 78577<br>TEL: 956-283-8254<br>FAX: 956-283-8279<br>Jorge A. Flores, P.G.<br>Stephanie Marie Rendon, MBA<br>jaflores@terracon.com<br>smrendon@terracon.com | | | X | | | | | | |
| #23 | **Millennium Engineers Group, Inc.**<br>705 Dawson Drive<br>Edinburg, TX 78539<br>TEL: 956-383-8522 - FAX: 383-0295<br>Raul Palma, P.E., President<br>apalma@megengineers.com<br>hpalma@megengineers.com<br>rpalma@megengineers.com | X | | X | | | X | | X | -Construction Materials Testing |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

**PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012**

| | NAME OF COMPANY | Areas of Specialization | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Civil | Structural | Geo-technical | MEP | Mechanical | Environ-mental | Electrical | Highway | Other |
| #24 | **The Alex Group**<br>914 N. Main Street, Suite 2<br>Mc Allen, TX 78501<br>956-687-2539<br>956-687-2545 Fax<br>Idalia Smasal, Office Manager<br>idalia@thealexgroup.net | | | | X | X | | X | | |
| #25 | **M Garcia Engineering**<br>400 Nolana Suite D<br>McAllen, TX 78504<br>TEL: 956-687-9421<br>FAX: 956-687-3211<br>mgarciaeng@gmail.com | X | | | | | | | | |
| #26 | **Dannenbaum Engineering Corporation**<br>1109 Nolana Loop, Suite 208<br>McAllen, TX 78504<br>TEL: 956-682-3677- FAX: 686-1822<br>Louis H. Jones, Jr., P.E., Principal<br>cynthia.luera@dannenbaum.com<br>Suzie.crumpler@dannenbaum.com | X | X | | | | X | | X | |
| #27 | **S&B Infrastructure, Ltd.**<br>5408 N. 10th Street<br>McAllen, TX 78504<br>956-926-5000<br>956-994-0427 fax<br>Daniel O. Rios, P.E., Vice President<br>acwalzer@sbinfra.com<br>dorios@sbinfra.com | X | X | | X | X | X | X | X | |
| #28 | **Raba-Kistner Consultants, Inc.**<br>800 E. Hackberry<br>McAllen, TX 78501<br>956-682-5332<br>956- 682-5487 Fax<br>Martin Vila, P.E., Vice President (Elizabeth)<br>Norma E. Salazar, Admin Assistant<br>mvila@rkci.com<br>kbraun@rkci.com<br>nsalazar@rkci.com | | | X | | | X | | | -Construction Material Testing<br>-Facilities Engineering<br>-Pavement Consulting |
| #29 | **R. Gutierrez Engineering Corporation**<br>317 E. Park<br>Pharr, TX 78577<br>TEL: 956-782-2557 - FAX: 782-2558<br>Ramiro Gutierrez, P.E., President<br>rguteng@sbcglobal.net<br>javier@rgutierrezengineering.com | X | | | | | | | X | |
| #30 | **AMBIOTEC ENGINEERING**<br>5420 Paredes Line Road<br>Brownsville, TX 78526<br>TEL: 956-548-9333<br>Anne Whitko<br>awhitko@ambiotec.com | X | | | | | X | | | |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

**PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012**

| | NAME OF COMPANY | Areas of Specialization | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Civil | Structural | Geo-technical | MEP | Mechanical | Environ-mental | Electrical | Highway | Other |
| #31 | **Barrera Torres Infrastructure, PLLC (BTI)**<br>7001 N. 10th St. , Suite 300<br>McAllen, TX 78504<br>TEL: 956-687-3355<br>FAX: 956-992-8801<br>rene@big-engineering.com | X | X | | | | | | | |
| #32 | **R E Garcia and Associates**<br>116 N. 12th Ave.<br>Edinburg, TX 78541-3501<br>TEL: 956-381-1061<br>FAX: 956-381-1280<br>Raul E. Garcia, Owner<br>regaassoc@aol.com | X | | | | | X | | X | |
| #33 | **SAMES Engineering & Surveying, Inc.**<br>200 S. Cage Blvd.<br>Pharr, TX 78577<br>TEL: 956-702-8880<br>FAX: 956-702-8883<br>Saul D. Maldonado, PE<br>Jose Rodriguez<br>jose@samengineering-surveying.com<br>rick@samengineering-surveying.com | X | X | | | | | | X | |
| #34 | **J.E. Saenz & Associates, Inc.**<br>211 E. Wisconsin<br>Edinburg, TX 78539<br>TEL: 956-383-2984 - FAX: 383-3736<br>José E. "Eddie" Saenz, P.E., President<br>fquintanilla@jesaenz.com | X | | | | | | | X | |
| #35 | **DOS LOGISTICS**<br>1002 E Expwy 83<br>Weslaco, TX 78596<br>TEL: 956-968-8800<br>julissasalinas@doslogistics.com<br>denishathompson@doslogistics.com | X | X | | | | X | | X | |
| #36 | **Cobblestone Engineering, Inc.**<br>2810 Century Court<br>Harlingen, TX 78550<br>TEL: 956-423-0235 - FAX: 423-6008<br>Ralph M. O'Quinn, P.E., President<br>sortega@cobblestoneusa.com | | | X | | | X | | | |
| #37 | **LeFevre Environmental & Management Consulting**<br>612 Nolana, Suite 355<br>McAllen, TX 78504<br>956-241-1022 cell<br>956-681-8000 office<br>956-681-8001 fax<br>Hilario Ortiz<br>hilortiz@gmail.com<br>wrlefevre@gmail.com | X | | | | | X | | X | |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

**PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012**

| | NAME OF COMPANY | Areas of Specialization | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Civil | Structural | Geo-technical | MEP | Mechanical | Environ-mental | Electrical | Highway | Other |
| #38 | **L&G Engineering**<br>2100 W. Expressway 83<br>Mercedes, TX 78570<br>TEL: 956-565-9813 - FAX: 565-9018<br>Jacinto Garza, P.E., CEO/Project Manager<br>jacinto@lgengineers.com<br>ldominguez@lgengineers.com | X | X | x | | | X | | X | |
| #39 | **SDI Engineering, LLC**<br>2327 Rhin Drive<br>Edinburg, TX 78539<br>956-607-9081<br>956-287-3797 Fax<br>Isael Posada<br>iposadas@sdi-engineering.com | X | | | | | | | X | |
| #40 | **Guzman & Munoz Engineering & Surveying, Inc.**<br>2020 E. Expwy<br>Mercedes, TX 78570<br>956-565-4637<br>Christy Torres<br>christy@gmes.biz | X | X | X | | | X | | X | |
| #41 | **CRD Group, LLC**<br>11508 DK Ranch Rd<br>Austin, TX 78579<br>Michael Chapa, P.E.<br>mchapa@crdgroup.com | X | | | | | | | | |
| #42 | **Melden & Hunt, Inc.**<br>115 W. McIntyre Street<br>Edinburg, TX 78539<br>TEL: 956-381-0981 - FAX: 381-1839<br>Ruben Chapa, P.E., Vice President<br>tina@meldenandhunt.com<br>mike@meldenandhunt.com | X | | | | | | | | |
| #43 | **TEDSI Infrastructure Group**<br>1201 E Epwy 83<br>Mission, TX 78572<br>TEL: 956-424-7898<br>956-424-7898-<br>FAX: 424-7022<br>Jesse Salinas, CEO<br>mlugo@tedsi.com<br>jsalinas@tedsi.com<br>Asalinas@TEDSI.com<br>jsanchez@tedsi.com | X | | | | | X | | | -Toll Road Infrastructure Design<br>-Signing, Markings, & Signalization<br>-Illumination<br>-Traffic Studies, Traffic Control Plans |
| #44 | **Naismith Engineering, Inc.**<br>600 W 8th Street, Suite 300<br>Austin, TX 78701<br>512-708-9322<br>512-708-9014 fax<br>Tom Brown<br>tbrown@naismith-engineering.com | X | X | | | | X | X | X | |

| HIDALGO COUNTY PURCHASING DEPARTMENT | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RFQ-REFERRAL POOL | | | | | | | | | | | | | | |
| DESCRIPTION OF RFQ: "ARCHITECTURAL SERVICES-HIDALGO COUNTY" | | | | | | | | | | | | RFQ NO: 2011-002-01-05-CGA | | |
| RFQ ACCEPTANCE DATE: JANUARY 05, 2011 | | | | | | | | | | | | ACCPETANCE OPENING TIME: 9:30 A.M. | | |
| PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2011 THROUGH FEBRUARY 8, 2012 | | | | | | | | | | | | | | |
| AREA OF SPECIALIZATION | | | | | | | | | | | | | | |
| RFQ # | NAME OF COMPANY | Design and Construction of Multi-level Parking structures | Pre-Design Services | Space Planning | Needs Assessment | ADA Compliance | Code Analysis | Master Planning | Design for New Construction | Design for Alterations/Renovations | Interior Design | Programming | Forensic Studies | Cost Estimating | Other |
| **#1** | Mayse & Associates, Inc.<br>14850 Quorum Drive. Ste A<br>Dallas, Texas 75254<br>Ph: 972-386-0338 ext. 218<br>Fax: -72-386-0578<br>David Goldston<br>dgoldston@yaseassociates.com | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | | √ | √ LEED |
| **#2** | V-A ARCHITECTS<br>Reynaldo Vargas, Architect, Inc.<br>2029 Industrial Drive<br>Mc Allen, TX 78504<br>Attn: Reynaldo Vargas, AIA,<br>Architect/President<br>(956) 631-2242<br>Fax: (956) 686-7916<br>**v-aarchitecture@att.net** | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | |
| **#3** | **Alcocer, Garcia & Associates**<br>**Eduardo Alcocer, President**<br>**1333 E. Jasmine Avenue**<br>**McAllen, Texas 78501**<br>**Ph: 956-618-2007**<br>**Fax: 956-618-2008** | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | | √ | |
| **#4** | **Ortiz Architecture and Environmental**<br>**Juan Carlos Ortiz, Jr., AIA LEED**<br>**723 South Nebraska Ave.**<br>**Weslaco, Tx 78596**<br>**Ph: 956-867-6969**<br>**Fax: 956-968-1945** | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| #5 | **IDE*A Group LLC**<br>**Jesus Bustos, AIA Principal**<br>**1409 Galveston Ave.**<br>**McAllen, Tx 78501**<br>**Ph:686-6806** | | ✓ | ✓ | | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| #6 | **ERO International, LLP**<br>300 South 8th Street<br>Mc Allen, TX 78501<br>Attn: Eli R. Ochoa, PE, AIA<br>(956) 661-0400<br>Fax: (956) 661-0401<br>eochoa@eroarchitects.com<br>WEB: www.eroarchitects.com | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | |
| #7 | **Megamorphosis/T. Howard & Associates**<br>1409 N. Stuart Place Rd Ste D<br>Harlingen, Texas 78552<br>p 956-428-1779<br>f 956-425-5886<br>mega@megamorphosisdesign.net | | ✓ | ✓ | | ✓ | | | ✓ | ✓ | ✓ | | | | |
| #8 | Rheinlander Architects<br>8500 N Mopac Expwy Ste 402<br>Austin, Texas 78759 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| #9 | **Rike Ogden Figueroa (ROFA)**<br>1007 Walnut Avenue<br>McAllen, Texas 78501<br>p 956-686-7771<br>f 956-687-3433<br>luis@rofainc.com | | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ | | | ✓ | |
| #10 | **Dannenbaum Engineering Company**<br>3100 W. Alabama St.<br>Houston, Texas 77098<br>P 713-520-9570<br>C 281-513-5289<br>F 713-527-6338<br>suzie.crumpler@dannenbaum.com<br><br>Cynthia.luera@dannenbaum.com | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| #11 | **Milnet Architectural Services**<br>608 S. 12th Street<br>McAllen, TX 78501<br>Attn: Rodolfo R. Molina Jr., AIA, Principal<br>(956) 688-5656<br>Fax: (956) 687-9289<br>milnet@swbell.net | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | | ✓ | ✓ | ✓ | |
| #12 | **AMTECH Building Sciences, Inc.**<br>2403 N. 10th St. Suite B-PMB 220<br>McAllen, TX 78501<br>(956) 686-7070<br>Fax: (956) 686-2233<br>mida@architectos.com | ✓ | ✓ | | ✓ | | ✓ | | ✓ | ✓ | | | ✓ | | |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| #13 | **GIGNAC & Associates, LLP**<br>222 E. Van Buren, Ste. 102<br>Harlingen, TX 78550<br>Attn: Raymond Gignac, Principal<br>(956) 365-4820<br>Fax: (956) 365-4821<br>rgignac@gignac-associates.com | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | |
| 14. | **Negrete & Kolar Architects**<br>204 E. Stubbs St.<br>Edinburg, TX 78539<br>(956) 386-0611<br>Fax: (956) 386-0613<br>dnegrete@nekoarch.com<br>CC:mdtrotter@nekoarch.com<br>cwilson@nekoarch.com | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | | |
| 15. | **Gomez Mendez Saenz, Inc.**<br>1150 Paredes Line Road<br>Brownsville, TX 78521<br>Attn: Rudy V. Gomez, AIA, AICP, President<br>Ph.: (956) 546-0110<br>Fax: (956) 546-0196<br>**rudyg.gms@bizrgv.rr.com**<br>**susana.gms@bizrgv.rr.com** | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | | |

**AI-27779** **21. A. 6.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Rocio Villarreal,
PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## CAPTION

Discussion,and applicable action on County's option to issue the sixty (60) day notice of renewing the last year's extension (as per Article 1.2 Renewal or Termination), with Edinburg Real Estate Network, Inc., for the "Lease of Office Space at the Mediplex Building."

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-00-115-002-0-44

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

**BUDGETARY IMPACT:**

1-1100-415-00-115-002-0-441
Funds available pending line item transfer. REF: AI 27816

## Attachments

Scanned Contract
Backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 04:55 PM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 04:22 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Rocio Villarreal Started On: 07/27/2011 03:55 PM

Final Approval Date: 07/29/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# LEASE

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, referred to in this Lease as "Lessee."

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises" and are deemed for the purposes of this Lease to contain 23, 600 square feet.

## ARTICLE 1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the "Commencement Date") and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

### Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of

this Lease for an additional one (1) year term, under the same rates, terms and conditions. Lessee reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

**Termination**

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its

expiration.

**Lessor's Warranty of Quiet Enjoyment**

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## ARTICLE 2. RENT

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to a One Dollar ($1.00) per square feet, and not to exceed Twenty-Three Thousand Six Hundred Dollars and no/100ths ($23,600.00) per month (the "Base Rent") as shown on Lessor's bid, a copy of which is attached hereto as Exhibit B. Lessee agrees to pay as additional rent (after receipt of copy of billing from the utility providing services)for the use and occupancy of the Leased Premises during the Term of this Lease Agreement all utilities that become due for use of the Leased Premises including but not limited to water and sewerage, electricity, and telephone service. As Lessor is occupying a portion of the building containing the Premises, Lessor and Lessee deem Lessees' share of utility charges for the purpose of additional rent shall be a ninety percent (90%) of the utility charge as shown on the utility's statement. Additionally, Lessee agrees to pay as additional rent the taxes and insurance for the Leased Premises as provided in Section 6.01 and Article 7 hereto. As Lessor is occupying a portion of the building containing the

Premises, Lessor and Lessee deem Lessees' share of taxes and insurance charges for the purpose of additional rent shall be a ninety percent (90%) of the taxes and insurance for the Premises calculated from the taxes and insurance statement. Lessee agrees to pay as additional rent (after receipt of evidence of payment from Lessor) ninety percent (90%) of Lessor's general maintenance staff provided Lessees' monthly additional rent for Lessor's maintenance staff shall not exceed monthly the sum of $_____. Additional rental shall be calculated and determined on a calendar month basis and only for the time period while Lessee is occupying the Premises during the term. In the event the Commencement Date is a day other than the first day of the month, the rent and additional rental for the period from the Commencement Date to the last day of the month shall be prorated by dividing the monthly rental and additional rent by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date. Lessee has the option to purchase the premises which is the subject of these specifications. All Base Rent lease payments shall be applied to the purchase price of the Premises should the Lessee exercise its option to purchase the Premises (see "Exhibit D").

**Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **1615 S. Closner, Ste. A, Edinburg, Texas 78539,** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof

shall be prorated on the basis of a thirty (30) day month.

**Taxes**

2.3 Lessee shall, reimburse Lessor against paid receipt ninety percent (90%) of all taxes, special assessments, and governmental charges of every character imposed during the Term of this Lease Agreement upon the Leased Premises and paid by Lessor and on any of the personal property or fixtures located on or in the Leased Premises. All such reimbursement for taxes shall be prorated to the dates Lessee occupies the Premises. Lessee waives all rights to protest the appraised value of the Leased Premises or to appeal the same and all rights to receive notices of reappraisal as set forth in sections 41.413 and 42.015 of the Texas Tax Code. If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on rents or other sums received by Lessor under this Lease Agreement (herein referred to as "Rent Sales Tax"), then in addition to all rent and other payments to be made by Lessee as provided above, Lessee will also pay Lessor a sum equal to the amount of such Rent Sales Tax. The Term "Rent Sales Tax" shall not include any income taxes applicable to Lessor.

## ARTICLE 3. USE OF PREMISES

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials. Lessee shall grant Lessor and Lessor's agents access to the mechanical room located in the Premises for the purpose of repairs and maintenance of the equipment located therein.

### LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

### LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

**Lessee's Right to Repair for Lessor or Vacate**

4.4 If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days

following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

## ARTICLE 5. UTILITIES

### Utility Charges

Lessee shall reimburse Lessor ninety percent (90%) of the utility charges (following presentment by Lessor of the utility's charges for each such month during the Term hereof) including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease.

## ARTICLE 6. LESSOR'S RENOVATIONS

6.1 Lessor prior to the date of Lessee occupying the Premises, agrees to purchase and/or install at Lessor's sole cost and expense Lessee's desired improvements to the Premises as directed by Lessee in writing.

### Consent of Lessor

6.2 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

### Property of Lessor

6.3 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that

Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## ARTICLE 7. SIGNS

### Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 At all times during the Term of this Lease Agreement, Lessor shall keep

the Leased Premises insured against loss or damage by fire, vandalism and malicious mischief, with extended coverage endorsement or its equivalent with an insurer acceptable to Lessor. Lessee shall reimburse Lessor against paid insurance premium receipt, as additional rental ninety percent (90%) of the cost of such insurance paid by Lessor prorated for the days Lessee occupies the Premises and such property insurance shall be in amounts not less than one hundred percent (100%) of the full replacement value of the Leased Premises, which may be provided under a blanket policy. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and all proceeds payable thereunder shall be paid to Lessor and held by Lessor in trust, and shall be made available for reconstruction on repair, as the case may be, of any damage to or destruction of the Leased Premises, or any portion thereof, and shall be paid out by Lessor from time-to-time subject to the provisions hereof for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Premises (or in the event neither Lessor nor Lessee is required or elects to repair and restore, all such insurance proceeds) shall be retained by Lessor free and clear upon completion of any such repair and restoration. All salvage resulting from any risk covered by such insurance shall belong to Lessor except that any salvage relating to Lessee's personal property shall belong to Lessee.

**General Liability Insurance**

9.2 **Lessor**. Lessor, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Lessee shall reimburse against paid

receipt, as additional rental, ninety percent (90%) of the cost of such general liability insurance paid by Lessor prorated for the days Lessee occupies the Premises. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 **Lessee.** Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

**Remedy for Failure to Provide Insurance**

9.3 Lessor and Lessee shall each furnish with the original of all insurance policies required by this Article. If either Lessor or Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if either Lessor or Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if either Lessor or Lessee fails to deliver proof of insurance showing coverages prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of the party responsible under this Lease to acquire insurance under this Lease; or the party not responsible under this Lease to so acquire the insurance may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with the defaulting party's obligations under the provisions of this Article. The party responsible for so acquiring the insurance agrees to reimburse the other party all amounts spent by the other party having to procure and maintain such insurance within fifteen (15) days after demand from such party having to acquire such insurance. Failure to pay such amount when due shall be a default of the party responsible to acquire insurance under this Lease.

## ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

### Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to

Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Section 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

**Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice

to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

**Cumulative Remedies**

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 13. ASSIGNMENT AND SUBLETTING

**Assignment and Subletting by Lessee**

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease

terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

**Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of Two Million Eight Hundred Fifty Thousand No/100ths Dollars ($2,850,000.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving sixty (60) days notice to Lessor, such notice evidenced by an executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "C" (The "Purchase Contract"). All Base Rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward the Purchase Price (as defined in the Purchase Contract).

## ARTICLE 15. MISCELLANEOUS

**Notices and Addresses**

15.1 All notices required under this Lease will be deemed delivered when

deposited in certified or registered mail, addressed to the proper party, at the following addresses:

| Lessor: | Lessee: |
| --- | --- |
| Edinburg Real Estate Network, Inc.<br>Attn: Oscar Cortes, MD<br>1615 S. Closner, Ste. A<br>Edinburg, Texas 78539 | County of Hidalgo<br>Attn: County Judge<br>P.O. Box 1356<br>Edinburg, Texas 78540 |

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

**Parties Bound**

15.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

**Texas Law to Apply**

15.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

15.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

**Prior Agreements Superseded**

15.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

**Amendment**

15.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

**Rights and Remedies Cumulative**

15.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

15.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

15.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor

restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 09/04, 2009.

**HIDALGO COUNTY**

Juan D. Salinas, III, County Judge

**COMPANY:**

**Edinburg Real Estate Network Inc.**

Printed Name: Oscar Cortez, M.D.

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

Stephen L. Crain

# EXHIBIT "A"

# LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron road set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191 30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more of less.

R605992



| Current Owner | Legal Description | Exemptions | Appraised |
|---|---|---|---|
| EDINBURG REAL ESTATE NETWORK INC (O565274)<br>1615 S CLOSNER BLVD STE D<br>EDINBURG,TX 78539-6362 | ALBERTSONS EDINBURG LOT 1 | | 2,078,270 |
| | | Entities | Homestead Cap |
| | | CEB, DR1, GHD, JCC, R15, SEB, SST | 0 |

**Situs Address**

**Sales**

| Date | Volume | Page | Seller Name |
|---|---|---|---|
| 12/20/1999 | 831936 | | UNKNOWN OWNER |

**History Information**

| | 2008 | 2007 | 2006 | 2005 |
|---|---|---|---|---|
| Imp HS | - | - | - | - |
| Imp NHS | $1,192,559 | $1,259,045 | $1,244,399 | $1,310,884 |
| Land HS | - | - | - | - |
| Land NHS | $423,928 | $423,928 | $423,928 | $423,928 |
| Ag Mkt | - | - | - | - |
| Ag Use | - | - | - | - |
| Tim Mkt | - | - | - | - |
| Tim Use | - | - | - | - |
| HS Cap | - | - | - | - |
| Assessed | $1,616,487 | $1,682,973 | $1,668,327 | $1,734,812 |

**Building Attributes**

| Construction | Foundation | Exterior | Interior | Roof | Flooring |
|---|---|---|---|---|---|
| COM | SLB | TIL | SRK | FLT-BLT | CPT |
| **Heat/AC** | **Baths** | **Fireplace** | **Year Built** | **Rooms** | **Bedrooms** |
| AND | 8 | | 1973 | | |

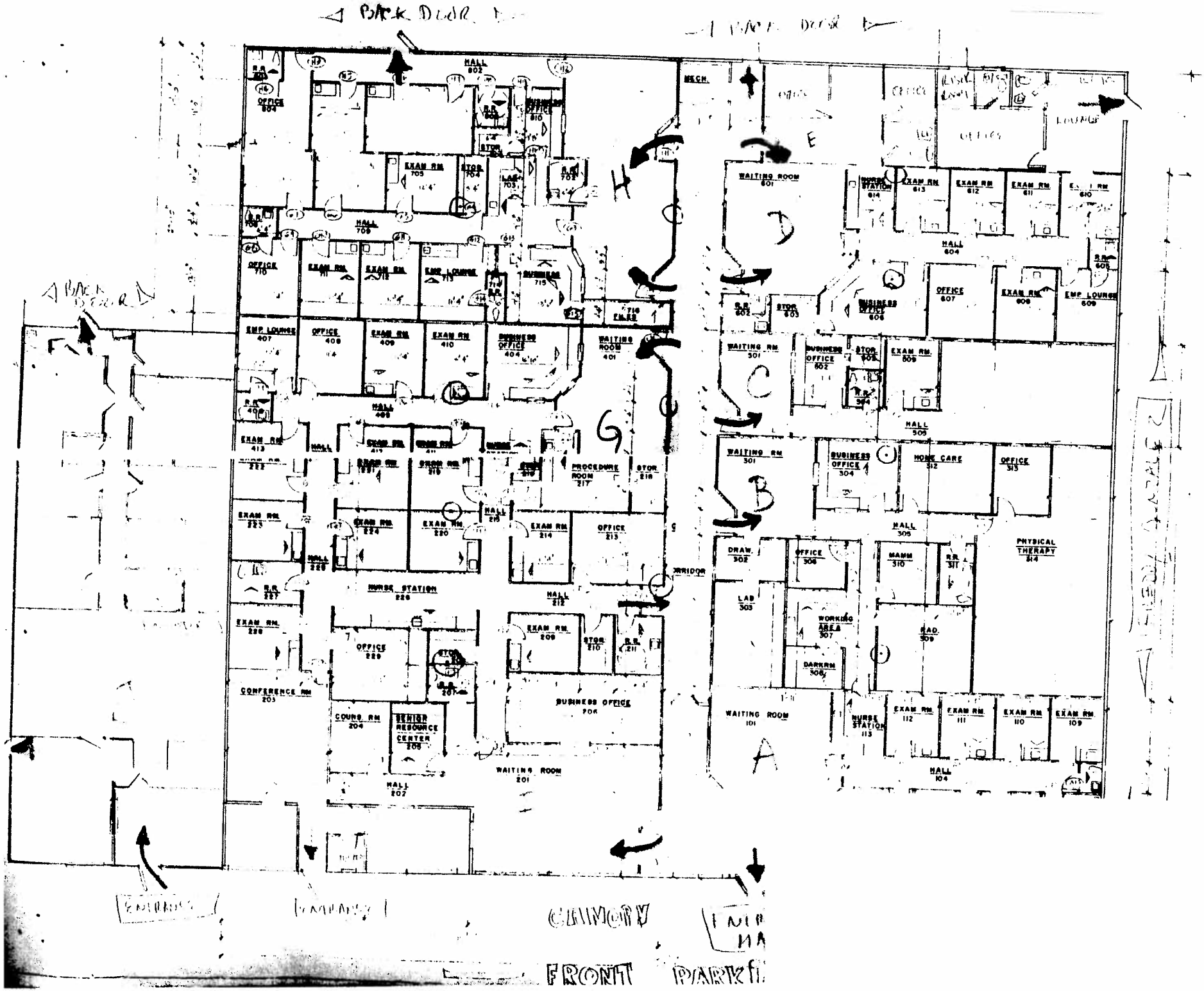
**Improvements**

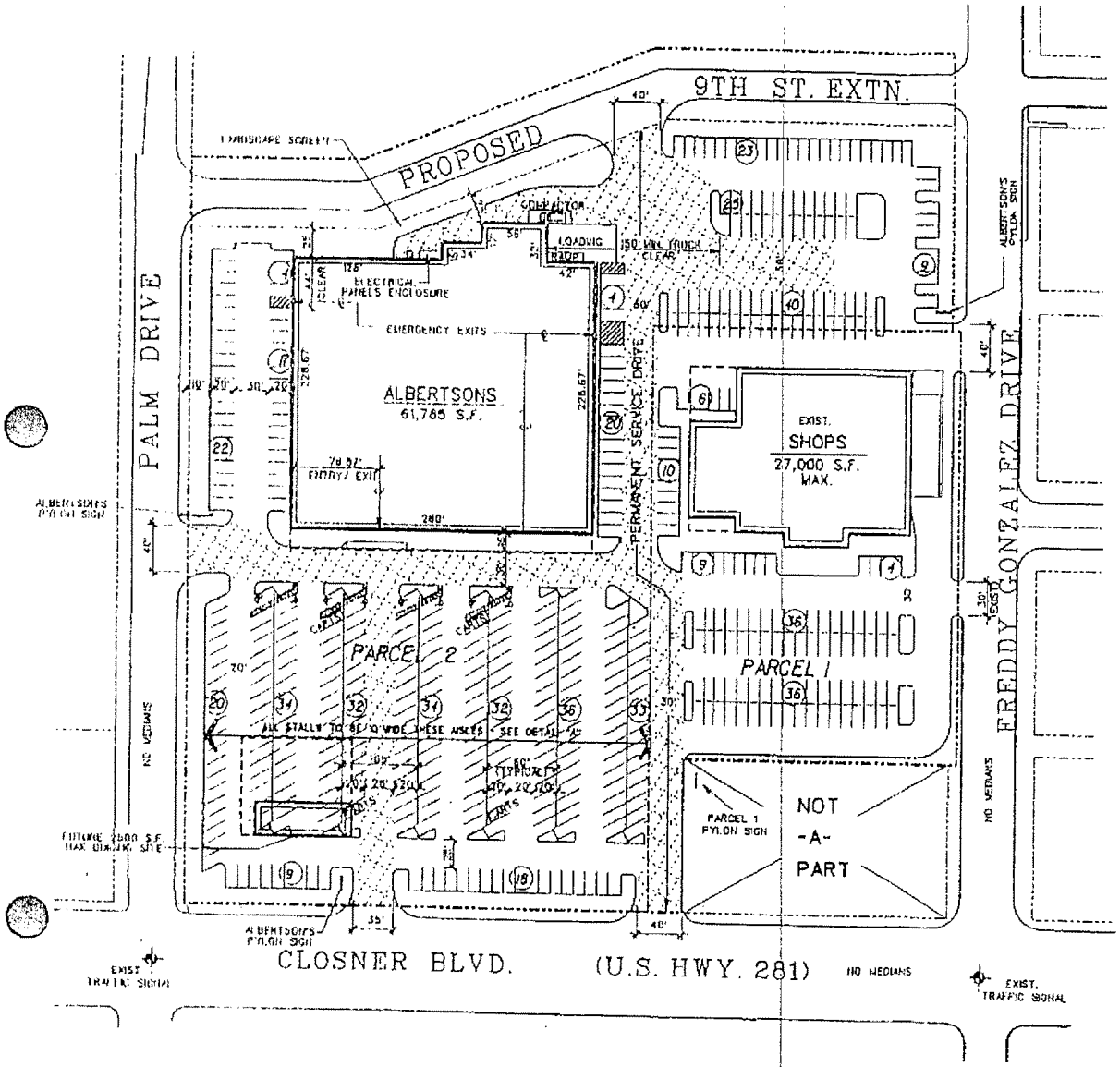
| Type | Description | Area | Year Built | Eff Year | Value |
|---|---|---|---|---|---|
| C | Commercial | | | | $1,283,405 |
| CLC | Clinic | 21484 | 1973 | 1984 | $980,605 |
| ENC | Enclosed Add | 516 | 1973 | 1984 | $23,552 |
| ENC | Enclosed Add | 648 | 1973 | 1984 | $29,577 |
| OFF | Office | 3280 | 1973 | 1984 | $149,711 |
| ASP | Asphalt | 57235 | 1973 | 1984 | $39,406 |
| CON | Concrete | 4561 | 1973 | 1984 | $6,280 |

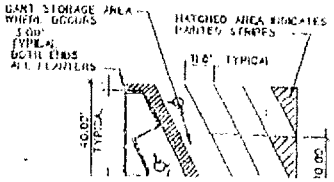
**Land Segments**

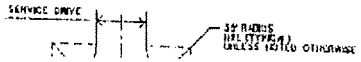
| SPTB | Description | Area | Market | Ag Value |
|---|---|---|---|---|
| F1 | Lot | 105982F | 794,865 | 0 |

**Improvement Sketch**


BACK DOOR
BACK DOOR
BACK DOOR
HALL 602
OFFICE 604
EXAM RM 705
STOR 704
LAB 703
HALL 709
OFFICE 710
EXAM RM 711
EXAM RM 712
EMP LOUNGE 713
BUSINESS OFFICE 715
EMP LOUNGE 407
OFFICE 408
EXAM RM 409
EXAM RM 410
BUSINESS OFFICE 404
WAITING ROOM 401
HALL 406
EXAM RM 413
HALL 222
EXAM RM 223
EXAM RM 224
EXAM RM 220
EXAM RM 214
OFFICE 213
PROCEDURE ROOM 217
STOR 218
HALL 219
HALL 212
NURSE STATION 226
EXAM RM 228
OFFICE 229
EXAM RM 208
STOR 210
CONFERENCE RM 203
COUNS RM 204
SENIOR RESOURCE CENTER 205
BUSINESS OFFICE 206
WAITING ROOM 201
HALL 202
MECH.
OFFICE
OFFICE
LOUNGE
WAITING ROOM 601
NURSE STATION 614
EXAM RM 613
EXAM RM 612
EXAM RM 611
EXAM RM 610
HALL 604
OFFICE 607
EXAM RM 608
EMP LOUNGE 609
WAITING RM 501
BUSINESS OFFICE 602
STOR 603
EXAM RM 605
HALL 509
WAITING RM 301
BUSINESS OFFICE 304
HOME CARE 312
OFFICE 315
HALL 306
DRAW. 302
OFFICE 306
MAMM 310
PHYSICAL THERAPY 314
LAB 303
WORKING AREA 307
RAD. 309
DARKRM 308
WAITING ROOM 101
NURSE STATION 113
EXAM RM 112
EXAM RM 111
EXAM RM 110
EXAM RM 109
HALL 104
CORRIDOR
ENTRANCE
CANOPY
ENTR
HA
FRONT PARKI
A
B
C
D
E
G
H




## GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY
PARKING REQUIREMENTS:
USED 1/200 S.F. OF G.B.A.

BUILDING SETBACK REQUIREMENTS:
REQUIRES CITY REVIEW

LANDSCAPE REQUIREMENTS:
REQUIRES CITY REVIEW

ZONING REQUIREMENTS:
EXISTING- UNKNOWN
REQUIRED-COMMERCIAL

## LEGEND

PROPERTY/PARCEL LINE
EXPANSION LIMIT LINE
BUILDING AREA
HEAVY DUTY PAVING
BUILDING ENVELOPE

## EXHIBIT "A" SITE PLAN

| | |
|---|---|
| TOTAL GROSS BUILDING AREA | 88,765 S.F. |
| TOTAL CARPARKS REQUIRED | 444 |
| TOTAL CARPARKS PROVIDED | 513 (+69) |

Albertsons
DESIGN & CONSTRUCTION
250 PARKCENTER BLVD
BOISE, IDAHO 83726
(208)385-6200

S.W.C.
CLOSNER
BLVD.
&
FREDDY
GONZALEZ
EDINBURG,
TEXAS

DRAWING NO.
4081

# EXHIBIT "B"

# BID PAGE

# EXHIBIT "B"

**"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"**
**BID NO.: 2009-064-05-13-MEG**

## BID FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

*PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID*

| | |
|---|---|
| **Proposed Location ( physical address)** | 1615 S CLOSNER STE's B-J |
| **Legal Description:** | ALBERTSONS EDINBURG LOT 1 |
| **Total Square feet of Proposed Building** | 25928 |

| VENDOR | SQUARE FOOT | COST |
|---|---|---|
| PRICE per square foot | $1.00 + NNN | $ 25,928. = |
| **Total Monthly Bid Price** | | $ 25,928. = |
| | | |

BIDDER/COMPANY NAME: EDINBURG REAL ESTATE NETWORK, INC.

ADDRESS: 1615 S. CLOSNER, STE A

CITY: EDINBURG STATE: TX ZIP CODE: 78539

PHONE No: (956) 381-9854 CEL: (956) 451-0348 FAX No. (956) 381-9858

AUTHORIZED SIGNATURE:

PRINTED NAME: OSCAR CORTES, MD

TITLE: PRESIDENT.

EMAIL: droortes@yahoo.com.

OPENED 9:47

Witnessed

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

| E/L | POLICY NUMBER | TC | PRODUCER NUMBER | AC | ACCOUNT NUMBER | AUDIT |
|---|---|---|---|---|---|---|
| D | PPS 43240754 | | 16394504 | | MD14656377-001-00001 | NONE |

BRANCH ST BRANCH TBD - NC

RENEWAL EFF 05/01/2009

ZURICH

# MARYLAND CASUALTY COMPANY
# PRECISION PORTFOLIO POLICY - COMMON DECLARATIONS
# PRECISION PREMIER
# OFFICE PROGRAM

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

**NAMED INSURED AND MAILING ADDRESS**

EDINBURG REAL ESTATE NETWORK
1615 S CLOSNER STE. D
EDINBURG TX 78539-6362

**AGENCY NAME AND SERVICING ADDRESS**

LUJAN INSURANCE AGENCY
PO BOX 704
PHARR TX 78577-1613
(956) 783-1165

**BRANCH NAME AND SERVICING ADDRESS**

BRANCH TBD - NC
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
(800) 800-3907

**POLICY PERIOD**

| FROM | TO |
|---|---|
| 05/01/2009 | 05/01/2010 |
| 12:01 a.m. | 12:01 A.M. |

BUSINESS ENTITY: LTD LIABILITY

## POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts. This premium may be subject to adjustment.

| | PREMIUM |
|---|---|
| COMMERCIAL PROPERTY COVERAGE PART | $ 6,335.00 |
| COMMERCIAL GENERAL LIABILITY COVERAGE PART | $ 2,803.00 |
| PREMIUM SIZE CREDIT | $ 280.00- |
| TERRORISM PREMIUM | $ 183.00 |
| TOTAL ANNUAL PREMIUM | $ 9,041.00 |

Countersigned by _____ _____
Authorized Representative Date

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1984.
Copyright, Maryland Casualty Company, 1992.

| BILL | POLICY NUMBER | TC | PRODUCER NUMBER | AC | ACCOUNT NUMBER | AUDIT |
|---|---|---|---|---|---|---|
| D | PPS 43240754 | | 16394504 | | M014658377-001-00001 | NONE |

BRANCH ZR ZURICH GROUP-SA

RENEWAL EFF 05/01/2005

ZURICH

# PRECISION PORTFOLIO POLICY
# COMMERCIAL GENERAL LIABILITY DECLARATIONS
# PRECISION PREMIER OFFICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

## COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

| | |
|---|---|
| GENERAL AGGREGATE | $2,000,000 |
| PRODUCTS AND COMPLETED OPERATIONS AGGREGATE | $2,000,000 |
| EACH OCCURRENCE | $1,000,000 |
| TENANTS LEGAL LIABILITY | $1,000,000 |
| MEDICAL EXPENSES - EACH PERSON | $ 10,000 |
| PERSONAL INJURY AND ADVERTISING INJURY | $1,000,000 |

COMMERCIAL GENERAL LIABILITY

# EXHIBIT "D"

# DRAFT EARNST MONEY CONTRACT

**EARNEST MONEY CONTRACT**

**(Unimproved Property)**

Seller: HIDALGO COUNTY, TEXAS
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Purchaser: _____
_____
_____

Title Company: _____
_____
_____

Escrow Agent: _____
_____
_____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

## ARTICLE I

## THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

## ARTICLE II

## PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of _____ and ____/100ths Dollars ($_____.__) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $___,000.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The

Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

## TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller _____ (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required

under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

## ARTICLE IV

## TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land

lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

## ARTICLE V

## CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided.

## ARTICLE VI

## ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

## ARTICLE VII

## DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

## ARTICLE VIII

[Intentionally Omitted]

## ARTICLE IX

## LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

## ARTICLE X

## ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

## ARTICLE XI

## SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

## ARTICLE XII

## REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property.

## ARTICLE XIII

## MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will

be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

## ARTICLE XIV

## CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200___.

**SELLER:**

COUNTY OF HIDALGO

By:_____
J.D. Salinas, County Judge

**PURCHASER**:

_____
Printed Name:_____

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this ____ day of _____, 200____ at _____, _____.M.

ESCROW AGENT:

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

**SELLER'S ATTORNEY**:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

**BUYER'S ATTORNEY:**

_____
_____
_____

**EXHIBIT "A"**
**Metes and Bounds Description of the Property**

**[To be provided]**

## Rocio Villarreal

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, July 27, 2011 2:57 PM
**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@co.hidalgo.tx.us; 'mona parras'; mingo.villarreal@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us; marcos.lopez@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us; 'Rocio Villarreal'; 'Darlene Betancourt'
**Subject:** FW: C-09-064-06-08-Edinburg Real Estate Network-Lease of Office Space at the Mediplex
**Attachments:** C-09-064-06-08-Edinburg Real Estate Network Inc.-Lease of Office Space at Mediplex Bldg-Hid Co.pdf

**Importance:** High

TO ALL: SECOND NOTICE
THIS ITEM WILL BE ON NEXT WEEK'S CC AGENDA FOR DISCUSSION AND ACTION SO AS TO MEET NOTICE REQUIREMENTS CONTAINED IN AGREEMENT IF RENEWAL IS APPROVED!.
YOURS TRULY,
MARTY

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Tuesday, July 19, 2011 3:27 PM
**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'; 'Mona'; 'mingo.villarreal@co.hidalgo.tx.us'; 'Humberto Garza'; 'marcos.lopez@co.hidalgo.tx.us'; 'monica.badillo@co.hidalgo.tx.us'; 'darlene.betancourt@co.hidalgo.tx.us'; 'Rocio Villarreal'
**Subject:** FW: C-09-064-06-08-Edinburg Real Estate Network-Lease of Office Space at the Mediplex
**Importance:** High

To All:
Please be aware that the last possible CC meeting to address the issue of renewal notification for an additional one (1) year (last) extension in order to comply with the provisions of the attached hereto is Tuesday, August 2, 2011. I will place this item on the next two (2) CC meeting dates (7-26 and 8-2-11) for action. The following departments are housed at the Mediplex Facility, including, but not limited to: County Judge (Ste. J), Master Court (Ste. D), Human Resources (Ste. F), Public Defenders (Ste. B), Emergency Management (Ste. G), Fire Marshal (Ste. H), District Clerk's and Probate Court staff (Ste. C), IT mechanical room (Ste. E), with Suite A currently vacant. Base rent, triple net, and utilities are running on average $_____ monthly. The County Judge's staff is the only department that will be re-located back to its' principal office suites on the second floor of the administration building at 100 E. Cano, Edinburg. All other departments do not have a re-location site at his time that is County-owned. Other information: Total number of employees at Mediplex:
County Judge's Office: 11 w/Co. Judge and 2 vacant;
Master Court: 5 w/Master Judge;
Human Resources: 10 w/Director and 1 vacant;
Public Defenders: 10 w/Director;
Emergency Management: 5 w/EM Coordinator
Fire Marshal: 7 w/Marshal;
District Clerk & Probate Court: DC-3 + PC-2= 5;
Grand Total= 55

I am including a breakdown provided through the Department of Budget & Management detailing the expenses associate with rental base payment, triple nets and utilities for your review and file information. This will all be included in the agenda item for the next two CC meetings which may assist you in taking action.

Yours truly,

Marty Salazar

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Tuesday, July 19, 2011 10:20 AM
**To:** 'Martha Salazar'; 'Darlene Betancourt'
**Subject:** C-09-064-06-08-Edinburg Real Estate Network-Lease of Office Space at the Mediplex

Ms. Marty,

The contract for Edinburg Real Estate Network Inc., will be expiring October 06, 2011 with the option to renew for one (1) year. In accordance with 1.2 Renewal or Termination clause in the agreement a 60 Day notice must be sent to the Lessor. Can you please advise.

Thank you.

Rocio Villarreal

**ROCIO VILLARREAL**
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

**AI-27775** **21. A. 7.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Marty Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**CAPTION**

Recommending award of bid and approval of contract document to sole bidder (Rochester Armored Car Co.) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Armored Car Services" RFB No. 2011-058-07-06-SMA.

**BACKGROUND**

1. Current Contract expires September 04, 2011
2. New Contract will commence on September 05, 2011
3. Contract document was reviewed and approved as to form by legal counsel
4. Such services are on "as needed basis"

---

**Fiscal Impact**

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-15-140-001-0-35(

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

**BUDGETARY IMPACT:**

TAX OFF-OTHER SERVICES
$49,567.52 available funds as of 07/29/11.

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1297-423-00-320-002-1-35(

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

**BUDGETARY IMPACT:**

BASIC SUPERVISION-OTHER SERVICES
$13,527.92 available funs as of 07/29/11.

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-16-150-001-0-35(

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

**BUDGETARY IMPACT:**

CO TREASURER-OTHER SERVICES
$985.28 available funds as of 07/29/11.

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-412-00-090-001-0-35(

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

**BUDGETARY IMPACT:**

DIST CLERK-OTHER SRV
Dept. will utilize this service until 2012.

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-40-180-001-0-35(

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

**BUDGETARY IMPACT:**

CO CLERK-OTHER SERVICES
$1,499.62 available funds as of 07/29/11.

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## Attachments

participation sheet
tabulation sheet
Recommendations
Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 04:15 PM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 11:49 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:06 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Sandra Montalvo Started On: 07/27/2011 03:22 PM

Final Approval Date: 07/29/2011

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG

**BID OPENING DATE: July 06, 2011 BID OPENING TIME: 9:30 A.M.**
**DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY – ARMORED CAR SERVICES**
**BID NO: 2011-058-07-06-SMA**

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (if applicable) OR STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1) ARMORED TRANSPORT<br>Attn: Trinidad Gutierrez | EMAIL | Sandra Montalvo | 06/22/11 | 309 S. Ware Road<br>Mcallen, Texas 78501<br>(P) 956-686-6203<br>(F) 956-686-4616<br>tsgutierrez@atsystemsinc.com |
| 2) TEXAS SECURITY FORCE<br>Attn: Gonzalo Meza | EMAIL | Sandra Montalvo | 06/22/11 | 1825 W. Rogers<br>Edinburg, Texas 78541<br>(P) 956-316-0553<br>(F) 956-316-0053<br>Tsf007@Sbcglobal.Net |
| 3) ROCHESTER ARMORED CAR COMPANY<br>Attn: Joseph W. Shea or Michael T. Shea | EMAIL | Sandra Montalvo | 06/22/11 | 3937 Leavenworth Street-<br>P.O. Box 8 Dts (68101)<br>Omaha, Ne. 68105<br>(800) 558-9323<br>(F)402-558-9326<br>jwshea@rocarmco.com<br>mtshea@rocarmco.com |
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***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: "Hidalgo County-ARMORED CAR SERVICES"**

| **BID OPENING DATE: JULY 06, 2011** | **BID OPENING TIME: 9:30 A.M.** |
|---|---|
| **BID NO: 2011-058-07-06-SMA** | **BUYER: Sandra Montalvo** |

| | **NAME OF COMPANY** | **Price per Location** | **Total Monthly Charge** |
|---|---|---|---|
| **1.** | ROCHESTER ARMORED CAR CO. | $236.50 | $2,601.50 |
| **2.** | | | |
| **3.** | | | |
| **4.** | | | |
| **5.** | | | |
| **6.** | | | |
| **7.** | | | |

**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<br>Hidalgo County Tax Assessor/Collector | Attn: Yolanda Villescas | via email: yolanda.villescas@taxoffice.co.hidalgo.org. |
| | Norma G. Garcia, Treasurer<br>Hidalgo County Treasurer's Office | Attn: Alfredo Zamarripa | via email: alfredo.zamarripa@treasurer.co.hidalgo.tx.us |
| | Arturo Guajardo, Jr., County Clerk<br>Hidalgo County Clerk | Attn: Annette Muniz | via email: annette.muniz@co.hidalgo.tx.us |
| | Laura Hinojosa, District Clerk<br>Hidalgo County District Clerk | Attn: Rene Rangel | via email: rene.rangel@co.hidalgo.tx.us |
| | Arnold Patrick, Director<br>HSCD | Attn: Diana Solis | via email: diana.solis@hidalgocountycsed.org |
| **FROM:** | Sandra Montalvo, Buyer II<br>Hidalgo County Purchasing Department | | |
| **DATE:** | July 6, 2011 | | |
| **RE:** | **BID AWARD CONCURRENCE REQUEST– Hidalgo County(all funding sources) "ARMORED CAR SERVICES" Bid No. 2011-058-07-06-SMA** | | |

We have received a sole response to the above mentioned project. Enclosed is a 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 to 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

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1-1100-415-15-140-001-0-350

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

| ARMANDO BARRERA JR, TAX A/C | | | 7/8/11 |
|---|---|---|---|
| **AUTHORIZED SIGNATURE** | **PRINTED NAME** | **DEPARTMENT** | **DATE** |

Enclosures

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

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| | Arturo Guajardo, Jr., County Clerk<br>Hidalgo County Clerk | Attn: Annette Muniz | via email: annette.muniz@co.hidalgo.tx.us |
| | Laura Hinojosa, District Clerk<br>Hidalgo County District Clerk | Attn: Rene Rangel | via email: rene.rangel@co.hidalgo.tx.us |
| | Arnold Patrick, Director<br>HSCD | Attn: Diana Solis | via email: diana.solis@hidalgocountycsed.org |
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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1-1297-423-00-320-002-1-350

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

| Arnold K Patrick | Adult Probation | 7/7/2011 |
|---|---|---|
| **AUTHORIZED SIGNATURE** | **DEPARTMENT** | **DATE** |

Enclosures

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

RECEIVED
JUL 14 2011
By

# MEMORANDUM

| | | | |
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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1100-415-16-150-001-0-350

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

| Norma G. Garcia | Norma G. Garcia | County Treasurer | 07/14/11 |
|---|---|---|---|
| **AUTHORIZED SIGNATURE** | **PRINTED NAME** | **DEPARTMENT** | **DATE** |

Enclosures

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

RECEIVED JUL 14 2011 By

# MEMORANDUM

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| | Laura Hinojosa, District Clerk<br>Hidalgo County District Clerk | Attn: Rene Rangel | via email: rene.rangel@co.hidalgo.tx.us |
| | Arnold Patrick, Director<br>HSCD | Attn: Diana Solis | via email: diana.solis@hidalgocountycscd.org |

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

**DATE:** July 6, 2011

**RE:** **BID AWARD CONCURRENCE REQUEST— Hidalgo County**(all funding sources) **"ARMORED CAR SERVICES" Bid No. 2011-058-07-06-SMA**

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: _____

Recommendations/Concerns: We are requesting this service at the beginning of the 2012 Budget.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

| Laura Hinojosa | Laura Hinojosa | District Clerk | 7/13/11 |
|---|---|---|---|
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

Enclosures

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-11-058-08-02**

THIS CONTRACT is made and entered into this 2nd day of August, 2011 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Rochester Armored Car Co., Inc.,** an Incorporation of Nebraska ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Armored Car Services**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, 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 agree that this Contract is entered into in order to provide the Services to Hidalgo County. 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 **Elected Official or Department Head** 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. This Contract shall be for a period beginning **September 5, 2011** and ending on **September 4, 2012** and may be extended at the sole discretion of County for an additional two (2) one (1) year period, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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 coverage 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: **The County of Hidalgo**
**Attn: County Judge**
**1615 S. Closner, Suite J**
**Edinburg, Texas 78539**

If to Company: **Rochester Armored Car Co., Inc.**
**Attn: William Shea, Sales & Service**
**3937 Leavenworth Street**
**Omaha, NE 68105**

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. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under

this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2011.

COUNTY OF HIDALGO

COMPANY:
**Rochester Armored Car Co., Inc.**

_____
Ramon Garcia, County Judge

_____
William P. Shea, Sales & Service

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:_____

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

By:_____
Stephen L. Crain

# EXHIBIT "A"
# REQUEST FOR BID (RFB)
# PORCUREMENT PACKET

# PURCHASING DEPARTMENT
County Of Hidalgo

June 21, 2011

(Company's, address, city, state)

_____

_____

_____

Re: **HIDALGO COUNTY -**
REQUEST FOR BID-**"ARMORED CAR SERVICES"**
**Bid No.: 2011-058-07-06-SMA**

Dear Prospective Bidder:

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 BIDS (RFB) CHECKLIST**
**HIDALGO COUNTY**
**"ARMORED CAR SERVICES"**
**RFB NO: 2011-058-07-06-SMA**

1. Request For Bid Letter, consist of __1__ page.
2. Request for Bid, Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications, consisting of __3__ pages.
4. Exhibit "B" Bid Page, consists of __1__ page.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consists of __1__ page.
7. Vendor/Bidder Application and W-9 form(s) consisting of __6__ pages.
8. Certification Regarding Debarment, consists of __1__ page.
9. Draft Service Contract, consisting of __8__ pages.

The above mentioned items shall be found in the Request for Bids RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

June 21, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# LEGAL NOTICE

**REQUEST FOR BIDS**

## HIDALGO COUNTY

*"Armored Car Services"*

**RFB No. 2011-058-07-06-SMA**

| Bid No: 2011-058-07-06-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## "ARMORED CAR SERVICES"

## BID OPENING DATE: July 06, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-ARMORED CAR SERVICES"** 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-2011-058-07-06-SMA- HIDALGO COUNTY-ARMORED CAR SERVICES'** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 06, 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-2011-058-07-06-SMA-HIDALGO COUNTY-ARMORED CAR SERVICES**

   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 (if any) and Contract Number
  - e) Notation **"HIDALGO COUNTY-ARMORED CAR SERVICES"** 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 06, 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-ARMORED CAR SERVICES"**
**BID NO.: 2011-058-07-06-SMA**

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 (all funding sources)

*"Armored Car Services"*

Bid No. 2011-058-07-06-SMA

## SCOPE OF SERVICES:

HIDALGO COUNTY is seeking bids from qualified bidder(s) with which to establish a contract for the purposes of "Armored Car Services" on an "As Needed Basis".

1) Bidder(s) will be responsible for providing for picking up and transporting, on an **"As Needed Basis"**, deposits from numerous Hidalgo County Departments, and depositing into County's bank account.

2) Bidder(s) will provide armed, uniformed and bonded personnel. Every shipment must be totally insured against loss.

3) Bidder(s) will be required to deliver change and/or bank supplies at the time deposits are picked up.

## BANK DEPOSITORY ACCOUNT:

1) Hidalgo County's Depository Bank is currently First National Bank; however, the County might do future business with another Depository Bank within the Hidalgo County area.

2) Hidalgo County's main Bank Depository is "First National Bank", located at 100 W. Cano Street, Edinburg, Texas. Deposits may be deposited at any local listed "First National Bank" branch locations.

3) Hidalgo County reserves the right to award this bid on a lump sum basis to one (1) bidder, or to multiple bidders; whichever is most advantageous to the County.

4) ***Hidalgo County Elected Official, department head, and/or their designees/contact person*** will instruct bidder(s) to as to where/which "First National Bank" branch location site(s) the deposits are to be transported to.

## TERMS AND CONDITIONS:

1) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term under the same rates, terms and conditions.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) After bid is awarded and successful awarded vendor defaults in meeting the "general instructions to bidder(s)" and/or 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.

## REQUIREMENTS:

1) Bidder(s) must be licensed by the "Texas Board of Private Investigators and Private Security Agencies". All of bidder(s)' personnel associated with this bid must also have the proper licenses by the "Texas Board of Private Investigators and Private Security Agencies".

2) Bidder(s) will provide and maintain all the required "Insurances and Bonds" as described and listed in "Exhibit C" and under "Legal Notice"-page 4-item #18.

3) Hidalgo County reserves the right to hold bid(s) for a period of ninety (90) days without taking action.

4) "Any" and "All" costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder(s) and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

5) All applicable forms in this packet must be filled out in its entirety and submitted with bid response.

## LOCATION OF DEPARTMENT'S- PICKUPS AND LIABILITY AMOUNT(S)*

The following locations listed below are to be considered minimum. The County reserves the right to request additional and or reduce the number of locations as necessary and Vendor agrees to comply with such requests.

### HIDALGO COUNTY CLERK
**ARTURO GUAJARDO, JR., COUNTY CLERK**

| | |
|---|---|
| Hidalgo County Co. Courthouse<br>100 N. Closner<br>Edinburg, Texas 78539 | Regular time of deposit: 3:00 p.m.<br>Bank Name/Location: First National Bank/Edinburg<br>Deposit to be picked-up: (1) Once a day<br>Approximate amount of deposit: $25,000.00 per day/week |

| SUB-STATION/LOCATIONS | TIME OF DEPOSIT | PICK-UP |
|---|---|---|
| McAllen SUB-STATION<br>419 Nolana, Ste B<br>McAllen, Tx 78501<br>approximate amount of deposit: $3,000 | 4:00 p.m. | 1 (once a day) |

### HIDALGO COUNTY DISTRICT CLERK
**LAURA HINOJOSA, DISTRICT CLERK**

| | |
|---|---|
| Hidalgo County Courthouse<br>100 N. Closner, 1ST floor<br>Edinburg, Texas 78539 | Regular time of deposit: Mornings<br>Bank Name/Location: First National Bank/Edinburg<br>Deposit to be picked-up: (1) Once a day<br>Approximate amount of deposit: $40,000.00 -$7,000,000.00 per day/week |

### HIDALGO COUNTY TREASURER'S OFFICE
**NORMA G. GARCIA, TREASURER**

| | |
|---|---|
| Hidalgo County Treasurer's Office<br>2810 S. Business Hwy. 281<br>Edinburg, Texas 78539 | Regular time of deposit: 4:30 p.m.<br>Bank Name/Location: First National Bank/Edinburg<br>Deposit to be picked-up: (1) Once a day<br>Approximate amount of deposit: $20,000.00 - $4,000,000.00 per day/week |

### HIDALGO COUNTY TAX ASSESSOR COLLECTOR
**ARMANDO BARRERA JR., RTA**

| | | | |
|---|---|---|---|
| Hidalgo County Tax Office<br>2804 S. Business Hwy. 281<br>Edinburg, Texas 78539 | Bank Name/Location: First National Bank / 1920 S. Closner, Edinburg<br>Approximate amount of deposit: $4,065,000.00 per day/week | | |
| **Ms. YOLANDA VILLESCAS,** Dept. Head<br>Hidalgo County Auto License Dept.<br>2804 S. Business Hwy. 281<br>Edinburg, Texas 78539<br>(956) 318-2157 phone<br>(956)318-2733 fax | **SUB-STATION/LOCATIONS** | **TIME OF DEPOSIT** | **PICK-UP** |
| | EDINBURG TAX OFFICE<br>2804 S. Bus. Hwy 281<br>Edinburg, Tx 78539<br>(956) 318-2157 phone<br>(956)318-2733 fax | 3:00 p.m. | 1 (once a day) |
| | MISSION TAX OFFICE SUB-STATION<br>722 N. Breyfogle<br>Mission Tx 78574<br>956-581-8898 or 956-205-7050 office<br>956-580-7425 or 956-205-7059 fax | 2:00 p.m. | 1 (once a day) |
| | WESLACO TAX OFFICE/PCT #1 BLDG. COMPLEX<br>1902 Joe Stephens<br>Weslaco, Tx 78596<br>(956)-973-7825 office<br>(956)-973-7829 fax | 1:30 p.m. | 1 (once a day) |
| | SAN JUAN TAX OFFICE/WIC BLDG.<br>509 E. Earling Rd<br>San Juan Tx 78589<br>956-283-1645 phone<br>956-283-1855 fax | 11:00 a.m | 1 (once a day) |
| | PHARR TAX OFFICE SUB-STATION<br>300 W. Hall Acres, Suite C<br>Pharr, Tx 78577<br>956-784-3565 office<br>956-784-3556 or 3557 fax | 2:30 p.m. | 1 (once a day) |
| | ALAMO SUB-STATION<br>1429 S. Tower Rd<br>Alamo, Tx 78516<br>956-784-8688 phone<br>956-74-3539 fax | 2:00 p.m. | 1 (once a day) |
| | APPROXIMATE AMOUNT OF DEPOSIT: $ 424,000.00 per day/week | | |

| HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (ADULT PROBATION)<br>**Mr. Arnold Patrick**, Director | |
|---|---|
| Hidalgo County Community Supervision & Corrections Department<br>3100 S. Business Hwy. 281<br>Edinburg, Texas 78539 | Regular time of deposit: 4:30 p.m.<br>Bank Name/Location: First National Bank / 100 W. Cano Street, Edinburg<br>Deposit to be picked-up: (1) Once a day<br>Approximate amount of deposit: $10,000.00-$45,000.00 per day |

## DEPOSITORY BANK BRANCH LOCATIONS/SITES:

Deposits may be made at any of the following branch locations, however any and all deposits will be taken to the branch location site as requested and directed by the ***Hidalgo County Elected Official, department head, and/or their designees/contact person.***

**FIRST NATIONAL BANK BRANCH LOCATIONS/SITES**

| | |
|---|---|
| **Alamo** | 1329 W. Expressway 83, Alamo |
| **Delta** | 900 E. Highway 107, Elsa |
| **Donna** | 503 N.D. Salinas |
| **Edinburg** | 100 W. Cano<br>1920 S. Closner<br>320 E. University<br>2810 N. Closner |
| **Hidalgo** | 524 S. Bridge |
| **La Joya** | 701 E. Expressway 83 |
| **McAllen** | 212 N. 23rd. Street<br>1821 S. 10th Street<br>7201 N. 10th Street |
| **Mercedes** | 301 S. Texas Avenue |
| **Mission** | 1709 N. Conway |
| **Pharr** | 1311 S. Cage Blvd.<br>100 E. Nolana |
| **Weslaco** | 621 S. International Drive (Weslaco-1015)<br>911 W. Expressway 83 (Weslaco-Border) |

## ADDITIONAL INFORMATION

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, JUNE 29, 2011, 5:00 P.M. Responses will be sent to all applicants via email by no later than, 5:00 P.M., Friday, JULY 01, 2011.**

# EXHIBIT "B"

Bid Page
HIDALGO COUNTY
*"Armored Car Services"*
BID No. 2011-058-07-06-SMA

| DESCRIPTION | Price per Location | Total Monthly Charge |
|---|---|---|
| Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the same terms and conditions. | | |

## 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

**REQUEST FOR BIDS**

## HIDALGO COUNTY

*"Armored Car Services"*

**RFB No. 2011-058-07-06-SMA**

# 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<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>OWNER'S & CONT. PROT<br>OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | DUCTS – COMP/OP AGG | $ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | EXCESS LIABILITY<br>OCCUR CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | 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 | | | | | |

SAMPLE

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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

# 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**

***"Armored Car Services"***

**RFB No. 2011-058-07-06-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<br>State Identification No._____ (Please attached completed W-9 form with this application)<br>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)<br>Small Business:_____Disadvantaged Business (At Least 51% Ownership)<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No<br>Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No |
| What type of product(s) is/are solicited by your company?:<br>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):<br>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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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**

***"Armored Car Services"***

**RFB No. 2011-058-07-06-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.

# EXHIBIT "B"
# BID PAGE

# EXHIBIT "B"

Bid Page
HIDALGO COUNTY
*"Armored Car Services"*
BID No. 2011-058-07-06-SMA

OPENED 9:42 1-6-11 Witnessed

| DESCRIPTION | Price per Location | Total Monthly Charge |
|---|---|---|
| Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the same terms and conditions. | $236.50 | $2,601.50 |

## 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: Rochester Armored Car Co., Inc.

ADDRESS: 3937 Leavenworth Street

CITY/STATE/ZIP CODE: Omaha, NE 68105

PHONE & FAX NO'S: 800-558-9323 / 402-558-9326

CELLULAR NO: 402-510-2934

E-MAIL ADDRESS: wpshea@rocarmco.com

AUTHORIZED SIGNATURE:

PRINTED NAME: William (Bill) Shea

TITLE Sales & Service

# EXHIBIT "C"
# INSURANCE REQUIREMENTS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2011

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| The Harry A. Koch Co.<br>P.O. Box 45279<br>Omaha NE 68145-0279 | PHONE (A/C, No, Ext): 402-861-7000 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Regent Insurance Company | 24449 |
| INSURER B : General Casualty Co. of Wisconsin | 24414 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Rochester Armored Car Co., Inc.
P.O. Box 8 D.T.S.
Omaha NE 68101

**COVERAGES** **CERTIFICATE NUMBER:** 1174086783 **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 | |
|---|---|---|---|---|---|---|---|---|
| B | GENERAL LIABILITY | | | CCI0262931 | 6/30/2011 | 6/30/2012 | EACH OCCURRENCE | $1,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | BA3198343 | 6/30/2011 | 6/30/2012 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | [X] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [X] OCCUR | | | CCU0262931 | 6/30/2011 | 6/30/2012 | EACH OCCURRENCE | $10,000,000 |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | CWC0262931 | 6/30/2011 | 6/30/2012 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

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

**CERTIFICATE HOLDER**

Hidalgo County
2802 S. Business Hwy 281, New
Administration Bldg
Edinburg TX 78539

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE



DATE (MM/DD/YYYY): 12/16/2010

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Willis IIB, Inc.<br>10 Woodbridge Center Dr.<br>Suite 601<br>Woodbridge, NJ 07095 | PHONE (A/C, NO, EXT): 732-855-3155 | FAX (A/C, NO): 732-855-3158 |
| | E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S)AFFORDING COVERAGE | NAIC# |
| | INSURER A: Navigators Insurance Company | 42307-002 |
| INSURED | INSURER B: Underwriters at Lloyd's London | 15792-001 |
| Rochester Armored Car Co., Inc.<br>Lewis System of Iowa, Inc.<br>P.O. Box 8 DTS<br>Omaha, NE 68101 | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 15153881 **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 | ADD'L INSRD | 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 occurence) | $ |
| | ☐ ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | 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? ☐ | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Armored Car Transit, | | | NY07ILM006353-04 | 1/1/2011 | 1/1/2014 | SEE DESCRIPTION FOR LIMITS | |
| B | Vault and Safe Risk | | | 11076W11 | 1/1/2011 | 1/1/2014 | | |

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

SEE ATTACHED FOR LIMITS

**CERTIFICATE HOLDER**

Hidalgo County Purchasing Dept.
2802 So. Business Hwy 281
New Administration Building
Edinburgh, TX 78539

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Joann Eppi

Coll:3211487 Tpl:1193422 Cert:15153881

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AGENCY CUSTOMER ID: 100106

LOC#: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Willis IIB, Inc. | Rochester Armored Car Co., Inc.<br>Lewis System of Iowa, Inc.<br>P.O. Box 8 DTS<br>Omaha, NE 68101 |
| POLICY NUMBER<br>See First Page | |
| CARRIER: See First Page / NAIC CODE | EFFECTIVE DATE: See First Page |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LIMITS:
$100,000,000 each and every loss for transit
$100,000,000 each and every loss for Omaha location
$ 42,000,000 each and every loss for Fargo location
$ 50,000,000 each and every loss for McAllen location
$ 45,000,000 each and every loss for Des Moines location
$ 33,000,000 each and every loss for Iowa City location
$ 30,000,000 each and every loss for Sioux Falls location
$ 20,000,000 each and every loss for all other locations


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**AI-27719** **21. A. 8.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**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" and cancel title as originally published;

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" with 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; or, if desired,

c. Approval to retain the Statements of Qualificationas 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 procurment process: to select and designate a grading committee to score and grade the SOQs.

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-18-160-001-540

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

**BUDGETARY IMPACT:**

Advertising expense budgeted. Contractual expense funding would need to be identified and in place prior to the acceptance and approval of the final negotiated contract(s).

## Attachments

Marty's EMail - Acceptance Sheet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Martha Salazar | Marty Salazar | 07/27/2011 04:51 PM |
| Budget & Management | Merlen P. Munoz | 07/27/2011 04:54 PM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 11:30 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:08 PM |

Purchasing Department Angela Garcia 07/29/2011 05:02 PM

Form Started By: Yolanda Velasquez Started On: 07/26/2011 02:22 PM

Final Approval Date: 07/29/2011

| | |
|---|---|
| **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**

**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-27722** **21. A. 9.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**CAPTION**

a. Presentation of the scoring grid (for purposes of CC determination as qualified) of the sole participant, Scan Inc. for the "Substance Abuse Treatment and Primary Care Services for Adolescents" for Hidalgo County. (RFQ No.: 2011-141-06-15-CGA);

b. Requesting authority by Commissioners' Court to designate _____to enter into negotiations with Scan Inc. (ranked as qualified firm) for "Substance Abuse Treatment and Primary Care Services for Adolescents" for Hidalgo County.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2011 **ACCT. #:**

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

**BUDGETARY IMPACT:**

No funds required at this stage of procurement process.

**Attachments**

Participation-Acceptance Sheets

Scoring Grid

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:01 AM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 09:33 AM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Gricelda Villarreal Started On: 07/26/2011 03:39 PM

Final Approval Date: 07/29/2011

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING RESPONDENT'S LOG
# REQUIREMENTS/RFQ PACKETS
# IBF-RFP-RFQ-RFI

**RFQ ACCEPTANCE DATE: June 15, 2011** **RFQ ACCEPTANCE TIME: 9:30 A.M.**

**DEPARTMENT/PROPOSAL DESCRIPTION: "Substance Abuse Treatment and Primary Care Services for Adolescents"-Request for Qualifications"**

**RFQ NO: 2011-141-06-15-CGA**

| NAME OF PARTICIPANT: COMPANY/FIRM & REPRESENTATIVE'S NAME | PACKET REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s |
|---|---|---|---|---|
| 1.Raymond J.Salas | Via email | CGA raymondjsalas@yahoo.com | 5-20-11 | 956-904-1519 |
| 2.Kirby A. Braun Raba-Kistner Consultants, Inc. | Via email | CGA kraun@rkci.com | 5-20-11 | 12821 W. Golden Lane San Antonio, Texas 78249 |
| 3. Juanita Sylvia Abrego-Araiza SCAN In, RGV-OV Program | Via email | CGA jsaa@scan-inc.com | 5-20-11 | 216 E. Expwy 83. Ste. J Pharr, Tx 78577 956-782-9453 |
| 4.Keith F. Hunt Hunt & Associates, Inc. | Via email | CGA keithF54@aol.com | 5-20-11 | 1837 Cisco Drive Los Fresnos, Tx 78566 956-459-1696 |
| 5.Diana Anzaldua Southwest Key Programs | Via email | CGA danzaldua@swkey.org | 5-20-11 | 6002 Jain Lane Austin, Tx 78721 512-462-2181 X102 |
| 6.Ramsey Olivarez | Via email | CGA Ramsey.olivarez@wfsolutions.org | 5-20-11 | |
| 7.Carol Leach ResCare, Inc. | Via email | CGA cleach@rescare.com | 5-20-11 | 1400 N. Providence Road, Ste 301 Media, PA 19063 |
| 8.Prime Vendor Inc. Alix Sechrest | Via email | CGA Bids17@prime-vendor.com | 5-20-11 | 4622 Cedar Ave. Ste 123 Wilmington, N.Carolina 28403 |
| 9.Irma Garcia/Tom Martin Doctors Hospital at Renaissance | Via email | CGA Ir.garcia@dhr-rgv.com t.martin@dhr-rgv.com | 5-20-11 | 5501 So. McColl Rd. Edinburg, Tx 78539 956-362-3082 |
| 10.Mario Flores American Solutions | Via email | CGA Pcms1949@yahoo.com | 5-20-11 | 200 E. Exp. 83 Ste Q Pharr, Tx 78577 956-787-1111 |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**PARTICIPANT MAIL OUT (PML)**

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING RESPONDENT'S LOG**
**REQUIREMENTS/RFQ PACKETS**
**IBF-RFP-RFQ-RFI**

**RFQ ACCEPTANCE DATE: June 15, 2011** **RFQ ACCEPTANCE TIME: 9:30 A.M.**

**DEPARTMENT/PROPOSAL DESCRIPTION: "Substance Abuse Treatment and Primary Care Services for Adolescents"-Request for Qualifications"**

**RFQ NO: 2011-141-06-15-CGA**

| NAME OF PARTICIPANT: COMPANY/FIRM & REPRESENTATIVE'S NAME | PACKET REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| Lead Staffing Corporation<br>Debra Wickline | Via email | CGA<br>ma@leadstaffing.com | 5-24-11 | 216 So. Citrus St. 397<br>West Covina, CA 91791 |
| Lilia Varela-Rios | Via email | CGA<br>Growingenerations@gmail.com | 5-25-11 | 3012 E. Main Ave Ste A<br>Alton, Tx 78573<br>956-890-1181 |
| | Via email | | | |
| | Via email | | | |
| | Via email | | | |
| | Via email | | | |
| | Via email | | | |
| | Via email | | | |
| | Via email | | | |
| | Via email | | | |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**PARTICIPANT MAIL OUT (PML)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# RFQ ACCEPTANCE SHEET

**DEPARTMENT NAME: HIDALGO COUNTY HEALTH AND HUMAN SERVICES**

| **SOQ's ACCEPTANCE DATE: JUNE 29, 2011** | **SOQ's ACCEPTANCE TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF PROJECT: RFQ- SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE SERVICES FOR ADOLESCENTS"**

**RFQ NO: 2011-141-06-15-CGA**

| RFQ# | NAME OF COMPANY | ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE | ADDENDUMS #1 & #2 |
|---|---|---|---|
| #01 | SCAN INC. | √ | √ |
| #02 | | | |
| #03 | | | |
| #04 | | | |
| #05 | | | |
| #06 | | | |
| #07 | | | |
| #08 | | | |
| #09 | | | |
| #10 | | | |

**HIDALGO COUNTY**
**RFQ No.: 2011-141-06-15CGA**
**"Substance Abuse Treatment and Primary Care for Adolescents"**

# SCORING GRID

| EVALUATION CRITERIA | PARTICIPANT | | | | |
|---|---|---|---|---|---|
| | SCAN INC. | | | | |
| | GRADERS | | | | |
| | 1 | 2 | 3 | 4 | 5 |
| **PROPOSED SERVICES IN LIEU OF OPERATIONAL FACILITY AND AMENITIES:**<br>a) Participant to summarize clinical substance abuse and medical services to be performed.<br>b) In considering the statements of qualifications, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County. | 40 | 40 | 35 | 33 | 35 |
| **PROGRAM DESIGN:**<br>a) The manner in which the minimum requirements are met to the extent to which these requirements are exceeded.<br>b) Completion of all aspects and information asked for in this RFQ and the attachments hereto.<br>c) Participant's services and treatment activation plan and time frames and dates;<br>d) Participant's program performance measures, evaluation, and monitoring procedures.<br>e) The adequacy and extent of Participant's financial resources and insurance coverage. | 18 | 20 | 17 | 18 | 18 |
| **PARTICIPANT'S EXPERIENCE**<br>a) Participant's qualifications (i.e. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited patient contact.<br>b) Evidence of Participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.<br>c) Participant's experience in working with the target population being addressed in the proposal.<br>d) Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment. | 17 | 20 | 19 | 18 | 17 |
| **PARTICIPANT'S OPERATIONS PLAN AND BUDGET:**<br>a) Required to be submitted.<br>b) In compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.<br>c) Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County. | 20 | 20 | 20 | 20 | 18 |
| **Total Scores:** | **95** | **100** | **91** | **89** | **88** |
| Designated/Approved by CC as "Qualified" to proceed with negotiation phase of procurement process. | Yes:_____ | | No:_____ | | |

**AI-27791** **21. B. 1.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Rocio Villarreal,
PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## CAPTION

a. Requesting final approval to execute Pipeline Alteration Agreement with Spectra Energy Transmission, LP, for the "El Gato Road."

b. Requesting authority to issue a prepay to Spectra Energy Transmission, LP, as refer in the Pipeline Alteration Agreement in the amount of $25,000.00, for the"El Gato Road," after audit and processing procedures completed with authority for County Treasurer to issue payment/check.

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 1 **ACCT. #:** 1-1200-431-00-122-051-0-731

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

**BUDGETARY IMPACT:**

available balance as of 07/28/11.

## Attachments

Agreement

Approve as to Form By Legal-Email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:31 AM |
| Roland Garcia | Rolando Garcia | 07/29/2011 09:47 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 03:59 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Rocio Villarreal Started On: 07/27/2011 05:50 PM

Final Approval Date: 07/29/2011

Line No. 16
R/W 50 & 51
County/State Hidalgo, TX

# PIPELINE ALTERATION AGREEMENT

STATE OF TEXAS

COUNTY OF HIDALGO

THIS PIPELINE ALTERATION AGREEMENT (the "Agreement") is made and entered into this _____ day of July, 2011 by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware limited partnership, having its principal office at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter referred to as "TETLP"), and COUNTY OF HIDALGO, acting by and through its Commissioners' Court, duly authorized to do business in Hidalgo County, Texas, with its principal office at 301 East State Street, Pharr, Texas 78577, (hereinafter referred to as " COUNTY").

W I T N E S S E T H:

WHEREAS, TETLP owns and operates a thirty-inch (30") diameter pipeline and appurtenances thereto (hereinafter referred to as the "Pipeline") located in Hidalgo County, Texas, pursuant to easements previously acquired by TETLP and recorded in Volume 866, Page 596, and Volume 868, Page 138 of the Deed Records of Hidalgo County, Texas (hereinafter referred to as "Easement"); and

WHEREAS, COUNTY plans to develop or make changes to certain real property in Hidalgo County, Texas (the "Property"), which is affected and covered by the Easement; and

WHEREAS, the development and/or construction plans of COUNTY will necessarily require adjustment, alteration, replacement and/or relocation of a portion of the Pipeline and COUNTY has requested TETLP to so adjust, alter, replace and/or relocate the Pipeline; and

WHEREAS, TETLP is willing to adjust, alter, replace and/or relocate the Pipeline, subject to the provisions and conditions expressed herein.

NOW, THEREFORE, in consideration of the premises and of the terms and conditions hereinafter set forth, the parties hereto agree, each with the other, as follows:

I

## PIPELINE ADJUSTMENT

TETLP does hereby agree that, subject to the terms and conditions of this Agreement, TETLP will

extend the existing casing twenty (20') feet on the north and south side of El Gato Road with thirty six (36") inch split casing (hereinafter referred to as "Pipeline Adjustment") in accordance with that drawing attached hereto as Exhibit "A" and made a part hereof for all purposes herein. After this Pipeline Adjustment, TETLP shall be under no obligation to effect any further adjustment across the aforementioned Property.

COUNTY agrees to reimburse TETLP for all direct and indirect costs (hereinafter referred to collectively as the "Cost") incurred by TETLP for the Pipeline Adjustment. Such Cost shall include, but shall not be limited to, all permits, consideration for new right of way grants, allowance for funds used during construction, materials, labor, licenses, fees and any and all other costs and expenses of any type or nature. Reimbursement of the Cost shall be made in accordance with Article IV of this Agreement.

II

PROSECUTION OF THE WORK

It is agreed that TETLP, in performing the Pipeline Adjustment, will conduct such operations in a good and workmanlike manner and with such materials as will conform to all applicable pipeline construction requirements now imposed by applicable federal, state, and local regulations and ordinances relating to such construction. TETLP hereby agrees to hold COUNTY harmless against any and all claims, suits, judgments and damages arising out of or in connection with the Pipeline Adjustment attributable to the negligence of TETLP, its employees or agents.

III

PERMITS AND CERTIFICATES

COUNTY agrees to cooperate with TETLP in every way possible to make application for and obtain all necessary use and occupancy permits, licenses or grants of any nature whatsoever required or imposed by any governmental body or other party with respect to the Pipeline, including, but not limited to, executing appropriate consents and authorizations and supporting and/or joining in any and all applications for certificates and authorizations to operate the adjusted, altered, replaced and/or relocated Pipeline as may be filed by TETLP with any state, local or federal authority having regulatory or supervisory jurisdiction over the Pipeline.

IV

PAYMENT REIMBURSEMENT

TETLP has estimated that the Cost of the Pipeline Adjustment will be approximately Eighty-Five Thousand Dollars ($85,000.00). The Cost shall not be considered a maximum, minimum, or guarantee for the work associated with this Agreement and COUNTY agrees to reimburse the entire actual Cost, both direct and indirect, incurred by TETLP. Such cost shall include, but not be limited to, all permits, allowance for funds used during any associated construction, materials, labor, administrative overhead, services, licenses, fees, loss of gas, right of way grants, changes in scope or operation and any and all other costs, burdens and expenses of any type of nature. COUNTY further agrees to pay all reasonable attorney's fees should this Agreement be placed in the hands of an attorney for collection or should it be collected through any court. TETLP agrees to provide supporting invoices and/or documents for any amount requested from COUNTY as charges and/or reimbursement from said COUNTY.

COUNTY agrees to prepay Twenty-Five Thousand Dollars ($25,000.00) to TETLP prior to the commencement of the Pipeline Adjustment. Within one hundred eighty (180) days after completion of the work contemplated in this Agreement, TETLP shall use reasonable efforts to deliver a final invoice for any outstanding cost incurred by pursuant to this Agreement including all termination costs. COUNTY agrees to reimburse TETLP for any amounts due within thirty (30) days of the invoice date. Any invoice reflecting credit balances due COUNTY will be accompanied by a check from TETLP for the credit amount.

Should COUNTY fail to pay part or all of the amount of any invoice for service provided when such amount is due, TETLP may charge interest on the unpaid portion of the invoice computed from such due date until the date of payment at the rate of interest and in the manner prescribed for pipeline refunds as set forth in Section 154.67 (c) of the Federal Regulatory Commission's Regulations under the Natural Gas Act.

For a period of one (1) year after completion of the work, COUNTY shall have the right to audit TETLP's books and records directly relating to the work. Should such audit reveal any errors or inaccuracies, a proper correction or adjustment shall be made as promptly as practicable thereafter. Any

such audit shall be conducted at TETLP's office in Houston, Texas during TETLP's business hours. The COUNTY's right to audit does not reduce the responsibility of the COUNTY to pay TETLP invoices in full within the thirty (30) day period required.

V

PRIOR EASEMENT

Except as provided for in Article I, nothing herein shall be deemed to alter, modify, or amend the terms, conditions, and provisions of the original Easement. This Agreement shall be binding upon, and shall accrue to the benefit of, the parties hereto, their successors, and assigns. This Agreement represents the full agreement of the parties and may only be altered by a written amendment executed by both parties.

VI

TEXAS LAW TO APPLY

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

VII

COMMITMENT OF REVENUES ONLY

In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903. Should termination occur after Ppipeline Adjustmentalteration has begun, TETLP shall be entitled to full compensation for all cost incurred of said Ppipeline Adjustmentalteration work completed as of the termination date including any work deemed necessary by TETLP to return the pipeline to safe operation.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year first above written.

ATTEST:

TEXAS EASTERN TRANSMISSION, LP
By: Spectra Energy Transmission Services, LLC
Its General Partner

_____

By: _____
Gregory P. Bilinski
Vice President

ATTEST:

COUNTY OF HILDAGO
Commissioners' Court

_____

By: _____

Document Prepared by and Return to:
SPECTRA ENERGY TRANSMISSION, LLC
Land & Right of Way Dept.
5400 Westheimer Court
Houston, Texas 77056

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this _____ of _____, 2011 before me, the undersigned Officer, personally appeared Gregory P. Bilinski, known to me as the Vice President of Spectra Energy Transmission Services, LLC, a Delaware limited liability company, which is the general partner of Texas Eastern Transmission, LP, a Delaware limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

_____
Notary Public of the State of Texas
My commission expires:_____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

On this _____ of _____, 2011 before me, the undersigned _____, personally appeared _____, known to me to be the person whose name is subscribed on the foregoing instrument, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

_____

Notary Public of the State of Texas
My commission expires:_____

## Rocio Villarreal

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Monday, July 25, 2011 4:12 PM
**To:** 'Steve Crain'
**Cc:** 'Raul Lozano'; 'Rocio Villarreal'
**Subject:** FW: Pipeline Alteration Agreement - El Gato Road, Hidalgo County, TX
**Attachments:** FW: Pipeline Alteration Agreement - El Gato Road, Hidalgo County, TX (75.5 KB)

**Importance:** High

Mr. Crain:
Please note that they are requesting a $25 pre-payment. How do we deal with this?
Marty

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Monday, July 25, 2011 3:46 PM
**To:** 'Martha Salazar'
**Subject:** RE: Pipeline Alteration Agreement - El Gato Road, Hidalgo County, TX

This agreement now works.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Monday, July 25, 2011 2:45 PM
**To:** 'Steve Crain'; 'Raul Lozano'
**Subject:** FW: Pipeline Alteration Agreement - El Gato Road, Hidalgo County, TX
**Importance:** High

Mr. Crain:
Mr. Russell has returned our latest document (with your recommended modifications) with his requested changes. Please review and comment as to form
Thanks,
Marty

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Monday, July 25, 2011 9:10 AM
**To:** 'Martha Salazar'
**Subject:** FW: Pipeline Alteration Agreement - El Gato Road, Hidalgo County, TX

Ms. Marty:

Can you please forward to legal for final review on the latest modifications provided by Spectra Energy? Please Advise.

Rocio Villarreal

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Monday, July 25, 2011 8:54 AM
**To:** 'Rocio Villarreal'
**Subject:** FW: Pipeline Alteration Agreement - El Gato Road, Hidalgo County, TX

Is this yours? They mention for EL GATO

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

---

**From:** Russell, Roger C [mailto:RCRussell@spectraenergy.com]
**Sent:** Thursday, July 21, 2011 10:20 AM
**To:** 'leticia.saenz@co.hidalgo.tx.us'
**Subject:** Pipeline Alteration Agreement - El Gato Road, Hidalgo County, TX

Leticia,

Attached is the revised draft of the Pipeline Alteration Agreement for your review and approval. Please contact me should you have any questions.

Regards,

Roger Russell
Spectra Energy Transmission, LLC
5400 Westheimer Court
Houston, TX 77056
(713) 627-6376

*This email communication and any files transmitted with it may contain confidential and or proprietary information and is provided for the use of the intended recipient only. Any review, retransmission or dissemination of this information by anyone other than the intended recipient is prohibited. If you receive this email in error, please contact the sender and delete this communication and any copies immediately. Thank you.*

**AI-27571** **21. C. 1.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Marty Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## CAPTION

Acceptance and approval of CORRECTION to Work Authorization No. 2 (with an estimated cost of $135,320.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

## BACKGROUND

Corrected - WA#2-Halff Assoc Inc
WA#2-Halff on CC-06/22/11
Contract #C-10-340-10-19

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-412-00-220-010-0-45

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

**BUDGETARY IMPACT:**

CO2010A&B-CRTHSE-BLDG ADD & RENOV
Funding available as of 07/29/11.

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1336-412-00-220-010-0-43

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

**BUDGETARY IMPACT:**

CO,2006-CRTHSE-BLDG&OTHR ST R&M SRV
Available funding as of 07/29/2011.

## Attachments

Corrected-WA#2-Halff
apprvd WA#2-cc-062211
contract C-10-340-10-19-Halff
Backup- correction to caption

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Purchasing Department | Marty Salazar | 07/20/2011 02:28 PM |
| Budget & Management | Merlen P. Munoz | 07/20/2011 02:31 PM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 10:36 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 04:44 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Letty Saenz Started On: 07/15/2011 02:47 PM

Final Approval Date: 07/29/2011

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-10-340-10-19

## Work Authorization Form

# CORRECTED WORK AUTHORIZATION No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

The scope of services to be provided by the Owner is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the Engineer is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $135,320.00 This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 1-1342-412-00-220-010-0-452 & 1-1336-412-00-220-010-0-431

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct #4, Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT # 4

By: _____
Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____
Valde Guerra, Executive Officer (P.O.C)

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:
HALFF ASSOICATES, INC.

By: _____
Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

# EXHIBIT "D"
## CORRECTED COST PROPOSAL

**Various Design Services Life Safety Improvements Hidalgo County Courthouses**

**Professional Fee:**

| | |
|---|---|
| Survey for Design (with Topo) | $5,000 |
| Civil Engineering | $2,000 |
| Building Env/Inter + Life Safety Improvements -2 | $19,000 |
| Structural Engineering: | $2,000 |
| Electrical Engineering | $15,000 |
| Life Safety Improvements – 1 | $39,840 |
| Site Visits –REED (2) | $2,990 |
| Asbestos – Site Survey | $16,392 |
| Asbestos – Design and Monitoring | $16,598 |
| Project Specifications and Bid Documents | $4,500 |
| Bid Phase Service | $3,000 |
| Construction Phase Service | $9,000 |
| **Total Fee (as listed):** | **$135,320** |

**Exclusions:**

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at $4,700.00.

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-10-340-10-19

## Work Authorization Form

# WORK AUTHORIZATION No. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $132,330.00 This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 1-1342-412-00-930-010-0-452 / 1-1336-412-00-220-010-0-431

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this **Work Authorization.**

HIDALGO COUNTY PRECINCT # 4

By: Joseph Palacios

Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____

Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:
HALFF ASSOICATES, INC.

By: _____

Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____

Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court on 6-21-11 RG

ATTEST: Arturo Guajardo Jr.

By: _____

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

# EXHIBIT "A"

## Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

**(6)** Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

# EXHIBIT "B"

## Services to be provided by the Engineer

**Halff Associates** is pleased to submit this task order proposal under our existing Professional Services Agreement (C-10-340-10-19) with Hidalgo County for Building Repairs and/or Renovations to County Owned Buildings for projects located within Precinct 4. Specifically, this proposal is for the A/E design services necessary to produce construction documents for various life safety improvements to the existing Hidalgo County Courthouse facility (including Annex). We have attended two different meetings to discuss the scope of work. We have also toured the site to refine the scope of work and identify field conditions. We have obtained sub-consultant proposals for portions of the work and have included those for your reference. As such, I understand the following scope of work:

**Life Safety Improvements – 1 (Refer to Reed FPE Proposal):**

1. Design and specification of a new automatic sprinkler system.
2. Design and specification of a new fire alarm system.
3. Life safety egress evaluation and proposed solutions

**Life Safety Improvements – 2 (Halff Associates):**

1. Design and specification of an emergency fire egress stairway serving the fourth and fifth levels.

**Building Envelop and Interiors (Halff Associates):**

1. Design of roofing modifications to facilitate fire stair.
2. Design of exterior wall modifications to facilitate fire stair.
3. Design of areas of refuge as required at fire stair.
4. Design of any interior wall systems to accommodate new life safety infrastructure
5. Design of interior finish systems to accommodate new life safety infrastructure.
6. Field measurements and model creation for Annex Building and Sallyport.

**Structural (Halff Associates):**

1. Design of any new structural elements to accommodate installation of fire stair.

HVAC:

1. None

Plumbing

1. None

**Electrical (Halff Associates):**

1. Review and assessment of existing electrical service entrance, specifically the normal and emergency branches that serve existing emergency service equipment.
2. Design of new emergency power system to accommodate new fire sprinkler pump and accommodations to modify existing service modification of current emergency service.

**Survey (Halff Associates):**

1. Topographic survey of the building and adjacent area as defined by Closer Blvd., McIntyre St., 10th St., and Cano St., inclusive of site improvements and utilities.

**Civil (Halff Associates):**

1. Design of utility improvements and reconstruction of site amenities demolished by installation of new utilities.

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**Bid Phase Service:**

General:

1. Clarification of any items as needed from Proposers during project bidding.
2. Pre-bid Meeting and walk-through.
3. Evaluation of proposals.

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**Construction Phase Service:**

General:

1. Monthly site observations during construction with observation reports.
2. Evaluation of contractor's pay applications.
3. Response to any contractor RFI's.
4. Review of submittals.
5. Final punch list report.
6. Back punch list.

**Asbestos-Related Services – Site Survey (Halff Associates):**

1. Comprehensive ACM Assessment.

**Asbestos-Related Services – Design and Monitoring (Halff Associates):**

1. Operations and Maintenance Plan.
2. Asbestos Abatement Plan.
3. Asbestos Abatement Oversight (Air Monitoring).

**Exclusions:**

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense.

I look forward to getting this project started. Please let me know if there is anything else needed from me to process a work order for this project. Should you have any questions or concerns, don't' hesitate to contact me.

**Attachments:**

1. Reed FPE Proposal
2. Halff Internal (Asbestos) Proposals (2)

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

**Mr. Phillip Applebaum P E**
**Vice President**
**Halff Associates Inc.**
**1201 N Bowser**
**Richardson, Texas 75081**

**RE: Fire Protection System Design Services**
**Hidalgo County Courthouse**
**Edinburg, Texas**

**RFPE #2011224(R1)**

In accordance with a review of the drawings you provided and conversations with Mr. Trey Murray, we are pleased to provide you with our revised proposal to provide fire protection design services.

The proposal outlines the scope of service necessary to provide construction documents for the new automatic sprinkler systems and replacement of the existing fire alarm systems in the subject building. We have included a review of the life safety issues provided in the report and comments on those. We have added the Annex Building to the scope of services outlined in the proposal.

Please review the attached information and if you have any questions, please call. Return one signed copy to our office and retain one signed copy for your files. We will begin work after we receive the signed copy from your office.

We look forward to working with you to complete this project.

Regards,

Albert W Reed P E
President
Reed Fire Protection Engineering, LLC

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

**Mr. Phillip Applebaum P E**
**Vice President**
**Halff Associates Inc.**
**1201 N Bowser**
**Richardson, Texas 75081**

**RE: Fire Protection System Design Services**
**Hidalgo County Courthouse**
**Edinburg, Texas**

**RFPE #2011224(R1)**

It is our understanding that your office requires construction documents for the automatic sprinkler system in to the subject building. The existing building has four (4) areas. Area A is three (3) stories with a basement. Area B is five (5) stories. Area C is two (2) stories. Area D is one story. The original building was constructed in 1959. The courthouse includes an adjacent 8,000 $ft^2$ Annex Building which is connected to the main building by a covered walk. The building has an older fire alarm system which should be replaced and will require modifications when the monitoring of the sprinkler system is added.

The building has been evaluated by an architecture firm. It's report identifies code violations with life safety systems and means of egress. Your office desires an evaluation of these items to determine alternative solutions.

Your office desires construction documents for the automatic sprinkler system and fire alarm system which are necessary to supervise the automatic sprinkler system.

## I. BASIC SERVICES

Reed Fire Protection Engineering (RFPE) and HALFF ASSOCIATES (client) have agreed that RFPE will provide the following services to the client:

### AUTOMATIC SPRINKLER SYSTEM

1. Obtain electronic copies in AutoCAD format of the building floor plans,

sections and reflected ceiling plans from your office. Obtain copies of any mechanical, structural, civil, etc. drawings as well.

2. Visit the site in Edinburg, Texas to verify accuracy of existing building floor plans. Gather data and determine locations for sprinklers, pipes, etc. While at the site, obtain water flow data from the City of Edinburg or witness a flow test if necessary.

3. While at the site, observe the condition of the existing fire alarm control panel and verify its capacity to accept the additional supervisory devices for the automatic sprinkler system.

4. Prepare preliminary water supply calculations for the proposed facility. The analysis will determine estimated water supply requirements for the sprinkler systems.

5. Prepare complete construction documents for the automatic sprinkler system. The drawings will include:

   a. Hazard classifications
   b. Water supply information
   c. Riser detail
   d. Pipe routing and sizes
   e. Sprinkler locations and types.
   f. Hydraulic calculations.
   g. Necessary details.
   h. Specifications in CSI format.

6. Meet with the City of Edinburg Fire Department to obtain preliminary approval for our design and obtain their comments. Revise the documents based on comments received.

7. Attend two (2) meetings with your office in McAllen, Texas to review the proposed design and obtain your comments. Revise the drawings based on comments received.

8. Submit one hard copy and one electronic copy of the information to your office for inclusion in the bid package. The drawings will be sealed by a fire protection engineer. **No additional design work will be necessary for a prospective installing contractor to prepare his bid.**

## FIRE ALARM SYSTEM

1. Prepare complete construction documents for the modifications to the fire alarm system. The drawings will include:

a. Control panel location.
b. Additional device locations
c. Necessary details.
d. Sequence of operation.
e. Specifications in CSI format.
f. Interfaces to other building systems.
g. Demolition of any existing devices which are not compatible with the new fire alarm system.

2. Submit one hard copy and one electronic copy of the information to your office for inclusion in the submittal to your client. The drawings will be sealed by a fire protection engineer. No additional design work will be necessary for a prospective installing contractor to prepare his bid.

3. Attend meetings and provide drawings in the same manner as in the AUTOMATIC SPRINKLER SYSTEM section.

**LIFE SAFETY EVALUATION**

1. While conducting the site visit to gather data for the automatic sprinkler and fire alarm system designs, walk through the buildings to identify the life safety items contained in the architect's evaluation report.

2. Prepare a letter and drawings which show the location of the item and any proposed solutions for that item.

3. While attending the meetings for the design of the automatic sprinkler and fire alarm systems, discuss any life safety items which may be included in the project and assist your office with drawing preparation.

**CONSTRUCTION PERIOD SERVICES**

1. Review the contractor's shop drawings for the automatic sprinkler system and the modifications to the fire alarm system. Prepare letters listing items which require correction. Four (4) reviews are included – two (2) each for the fire alarm and sprinkler systems.

2. Answer RFI's from the installing contractor during construction. Maximum of twelve (12) hours are allocated for this item.

4. During construction, visit the site to observe the progress of the installation. Prepare a letter summarizing progress and listing items which must be corrected.

5. When the installation is substantially complete, visit the site to observe the installation of the automatic sprinkler system. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

6. When the installation is substantially complete, visit the site to observe the installation of the modifications to the fire alarm system. Witness a functional test of the devices added to the fire alarm system to verify proper operation. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

## II. PROPOSAL ASSUMPTIONS

1. Preparation of the budgetary cost projections are excluded from this proposal.

2. **Drawings and specifications will bear the seal of a registered fire protection engineer.**

3. **Your office will provide contractual conditions for the bid package.**

4. Your office will furnish RFPE with electronic copies of existing floor plans and reflected ceiling plans and copies of mechanical, electrical, structural and civil drawings for our use in preparing our design.

6. Attendance at meetings other than those outlined are excluded.

7. Services not listed in Basic Services above are specifically excluded from the scope of RFPE services. RFPE assumes no responsibility to perform services not listed in Basic Services above.

## III. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, calculations, specifications, reports, computer programs, operational and design data and all other documents produced by RFPE in connection with this project shall be confidential. They shall remain the property of RFPE whether the project is completed or not. HALFF ASSOCIATES shall not have or acquire any title to or ownership rights in any of the documents prepared by RFPE.

Once payment in full is received by RFPE in accordance with the PAYMENT section of this agreement, HALFF ASSOCIATES shall be permitted to retain printed copies of the documents for information and reference only. HALFF ASSOCIATES shall not use the documents on any other project, for additions to

this project, for completion of this project by others or for any other purpose for which the documents were not specifically prepared.

HALFF ASSOCIATES shall obtain written consent from RFPE for use of these documents, and shall appropriately compensate RFPE for their use.

## IV. CONFIDENTIALITY

Unless compelled by law, including duly issued subpoena or court order, required by government agency or authority, or requested by HALFF ASSOCIATES to do so, RFPE agrees it will not convey to others any proprietary information, knowledge data or property concerning the business or affairs of HALFF ASSOCIATES or its affiliates. RFPE will limit access by its employees to all information referred to above.

Any information, design concept, procedure or material provided by RFPE which RFPE identifies as confidential to HALFF ASSOCIATES shall not be released by HALFF ASSOCIATES or its employees to any other parties under any circumstances.

## V. INDEMNITY

HALFF ASSOCIATES shall indemnify and hold RFPE harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees arising out of or resulting from unauthorized use of the documents.

To the fullest extent permitted by law, Reed Fire Protection Engineering (RFPE) agrees to indemnify and hold HALFF ASSOCIATES harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence caused by RFPE in the performance of services outlined in this agreement.

RFPE services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site, or in the same circumstances or conditions. RFPE makes no warranty, express or implied, with respect to the services outlined in this agreement.

## VI. PROFESSIONAL FEE

**The fee for basic services will be a lump sum as listed below, depending on the scope of service. All fees include reimbursable expenses.** The fee for basic services does not include additional services described in this proposal.

| | |
|---|---|
| (1) AUTOMATIC SPRINKLER SYSTEM – | $23,380.00 |
| (2) FIRE ALARM SYSTEM – | $12,990.00 |
| (3) LIFE SAFETY EVALUATION – | $ 3,470.00 |
| (4) TOTAL FEE - | $39,840.00 |

**All fees include shop drawing review and RFI response.**

**Since the number of site visits is not known at this time, site visits will be provided at a lump sum fee of $1,495.00 per one day site visit.**

## VII. REIMBURSABLE EXPENSES

Reimbursable expenses authorized by your office are included in basic services and are in addition to fees for additional services. The following are examples of additional reimbursable expenses:

Automobile mileage at $0.51 per mile
Express delivery and courier service
Travel Expenses
Reproduction Expenses

## VIII. ADDITIONAL SERVICES

If agreed to in writing by the client and Reed Fire Protection Engineering, RFPE will provide additional services. Additional services are not included as part of the Scope of Basic Services and shall be paid for by the client in addition to payment for basic services. Payment shall be in accordance with the terms listed in Section IX, Compensation and Payment, or as agreed to in writing by the client and RFPE. Additional Services will be billed at the hourly rates listed below. These services could include additional meetings, additional site visits or changes to the scope of this project.

Additional services will be billed at the hourly rates **listed below**. These services could include additional meetings, additional site visits or changes to the scope of this project.

| | |
|---|---|
| President | $150.00 per hour |
| Fire Protection Engineer | $125.00 per hour |
| Senior Designer | $100.00 per hour |
| Designer | $ 85.00 per hour |
| CAD Operator | $ 60.00 per hour |
| Clerical | $ 50.00 per hour |

## IX. COMPENSATION AND PAYMENT

As full consideration of the performance of the Scope of Services described here, HALFF ASSOCIATES shall pay Reed Fire Protection Engineering the compensation provided above in accordance with applicable charges and conditions.

Reed Fire Protection Engineering shall submit progress Invoices to HALFF ASSOCIATES showing the services performed during the Invoice period and the charges incurred in the performance of said services. Invoices are to be submitted monthly, or at the end of the project, whichever occurs sooner to

**HALFF ASSOCIATES**
**1201 N Bowser**
**Richardson, Texas 75081**

HALFF ASSOCIATES shall pay the full amount of the invoice within thirty (30) days of receipt of payment for services from HALFF ASSOCIATES client. Full amount of invoice shall be paid in a maximum of sixty (60) days. If, however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall so notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the Invoice not in dispute within five (5) days of receipt of invoice from client. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

## X. INSURANCE

### A. COVERAGE

During the term of this agreement, RFPE agrees to provide evidence of insurance coverage as shown on the attached Master Insurance Certificate.

RFPE agrees to maintain professional liability insurance for the period of design and construction of this project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the fire protection engineers practicing in Texas are able to obtain such coverage.

### B. WAIVER OF SUBROGATION

RFPE and HALFF ASSOCIATES waive all rights against each other and against the contractors, consultants and employees of the other to the extent that the damages sustained by either party are covered by insurance.

# XI. TERMS

## A. INVOICES

Invoices will be issued monthly based on services performed during that month. Payment is due within thirty (30) days of invoice date.

If however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the invoice not in dispute within thirty (30) days of receipt of invoice to RFPE. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

## B. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits associated with this work, HALFF ASSOCIATES agrees within the extent permitted by law, to limit the liability of RFPE and it's representatives so that total aggregate liability does not exceed **$25,000.00** or the total fee associated with this work, whichever is greater.

## C. TERMINATION

In the event of termination of this agreement by either party, HALFF ASSOCIATES shall within fifteen (15) calendar days of termination, pay RFPE for all services rendered and all reimbursable costs incurred up to the date of termination. Payment shall be in accordance with the PAYMENT section of this agreement.

HALFF ASSOCIATES may terminate this agreement without cause by giving RFPE at least seven (7) calendar days written notice.

Either HALFF ASSOCIATES or RFPE may terminate this agreement for cause by giving the other party at least seven (7) calendar days written notice. The agreement may be terminated for any of the following reasons:

a. Failure by the other party to perform in accordance with the terms of this agreement. The failure to perform shall not be caused by actions of the terminating party.

b. Transfer of the project or assignment of this agreement without prior written consent of the other party.
c. Suspension of the project or RFPE's services by HALFF ASSOCIATES for a period of more than ninety (90) calendar days, either consecutively or total during the length of this agreement.
d. Changes in the conditions of this agreement as outlined. These can include changes to the scope of service, changes to the nature of the project, or failure of the parties to agree on the compensation or schedule adjustments necessitated by such changes.

HALFF ASSOCIATES failure to make payment to RFPE in accordance with payment terms of this proposal shall constitute a material breach of this agreement and shall be cause for termination or suspension of services. When full payment is received by RFPE, RFPE shall resume services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

In the event of any termination that is not requested by RFPE, HALFF ASSOCIATES shall pay RFPE for all expenses incurred by RFPE due to the termination of this agreement. These shall include, but not be limited to, demobilization, reassignment of personnel, associated overhead costs and expenses directly connected to the termination. These payments shall be in addition to payments for services rendered and reimbursable expenses.

## D. SUSPENSION OF SERVICES

If services performed by RFPE are suspended by HALFF ASSOCIATES for more than thirty (30) calendar days total during the term of this agreement, RFPE shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice to suspend services. In addition, upon resumption of services, HALFF ASSOCIATES shall compensate RFPE for the expenses incurred for resumption of services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

Suspension by HALFF ASSOCIATES of the services performed by RFPE for more than ninety (90) days total during the term of this agreement shall allow RFPE to terminate this agreement by giving HALFF ASSOCIATES at least five (5) days written notice. RFPE shall have no liability to HALFF ASSOCIATES, and HALFF ASSOCIATES agrees to make no claim for any delay or damage caused by any breach of this agreement resulting from actions of HALFF ASSOCIATES. Once the reason for the breach which caused services to be suspended is resolved, RFPE shall resume services if full payment for services performed before the suspension has been received. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

## E. DISPUTE RESOLUTION

### 1. MEDIATION

Prior to the initiation of litigation, both parties agree to submit all claims, disputes or controversies resulting from the application, interpretation or enforcement of this agreement to non-binding mediation. Both parties shall agree on the mediator.

The party seeking mediation shall notify the other party in writing. This provision shall survive this agreement, but shall not extend beyond the time allowed for initiation of litigation.

### 2. LITIGATION

In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses resulting from the litigation. In the event of a settlement of the dispute between the parties by mediation, arbitration or other means, the term prevailing party shall be determined in the same manner as if the dispute resulted in litigation.

Litigation between the parties pertaining to acts or failures to act shall accrue. The applicable statute of limitations shall commence to run not later than the following:

a. Date of substantial completion for acts or failures to act occurring prior to that date.
b. Date of receipt of final payment by RFPE for acts or failures to act occurring after substantial completion.
c. Date of substantial completion of RFPE services, if that date occurs prior to substantial completion of the project.

The earliest of the dates listed above shall take precedence.

**Everything under this contract will be interpreted under the Laws for the State of Texas.**

**3. GENERAL**

RFPE reserves the right to ask for references and perform credit checks on clients with which RFPE has not previously done business. These checks can include provision of references for both the company and its principal owners.

This proposal is valid for sixty (60) days from the issue date shown on the first page.

To indicate acceptance of this proposal and authorize initiation of services, please sign and return a copy of this proposal.

**SUBMITTED BY:**

**REED FIRE PROTECTION ENGINEERING**

**ACCEPTED BY:**

**HALFF ASSOCIATES**

HALFF

June 2, 2011
1008-11-7790

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to provide an Operations & Maintenance Plan, asbestos specifications and abatement oversight activities for the Hidalgo County Courthouse Annex Building located at addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit this proposal for asbestos consulting services for the referenced property. The services will include preparation of plans and specifications for asbestos abatement and abatement oversight of the removal of asbestos containing materials (ACM) identified in Terracon Consultants, Inc. February 11, 2009 asbestos survey report for the referenced property. The asbestos abatement will consist of the removal and proper disposal of the ACM that would be impacted by the installation of the proposed fire suppression system. At the time this proposal was prepared, the plans for the proposed fire suppression system were not available for review and all quantities and time have been estimated and could possibly be revised after review of the final installation plans. In addition, an Operations & Maintenance Plan will be developed for the ACM remaining in the facilities. Oversight services include limited asbestos abatement oversight by a licensed asbestos consultant and a project manager/air monitor on-site for the duration of the asbestos abatement activities.

## Operations & Maintenance Plan

An Operations & Maintenance Plan (O&M Plan) will developed by Halff detailing a program of work practices to maintain identified ACM in good condition. The O&M Plan will ensure clean up of asbestos fibers previously released, and prevent further release by minimizing and controlling the disturbance and damage of identified ACM.

## Asbestos Abatement

The asbestos abatement activities will be performed by others in accordance with the site specific plans and specifications prepared by Halff for the project. Asbestos abatement for the referenced

property will include the removal of the following asbestos containing materials (ACM), which were identified in the asbestos survey:

**Hidalgo County Courthouse**

- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material

**Annex Building**

- ±1,000 square feet of finished sheetrock
- ±250 square feet of resilient floor tile and mastic

**Asbestos Abatement Oversight**

The licensed asbestos consultant will coordinate with the licensed asbestos project manager to provide oversight of the abatement activities. The licensed asbestos consultant will also prepare a final report, which will include a description of abatement activities, disposal manifests, and results of on-site air monitoring.

The licensed asbestos project manager will be on-site for the duration of the asbestos abatement activities to perform air monitoring, on-site inspections, and to evaluate the work area for compliance with State and Federal asbestos regulations and the abatement design. The project manager will also perform a final visual inspection after the abatement has been completed and conduct clearance testing in accordance with the current Texas Department of State Health Services (TDSHS) regulations. The air samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

The total costs associated with the above services are estimated not to exceed $31,948.00 and the project will require approximately six weeks (approximately 1 week for abatement activities) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

**TABLE 1**
**COST ESTIMATE**
**Professional Services for Abatement specifications/ Oversight**
**Hidalgo County Courthouse Complex**
**Edinburg, Texas**

| Description | Unit Cost | Unit | Quantity | Total Cost |
|---|---|---|---|---|
| **PREPARATION OF PLANS / SPECIFICATIONS / CLOSURE REPORT AND OPERATIONS & MAINTENANCE PLAN** | | | | |
| **Consulting Fees** | | | | |
| Project Manager | $ 170 | Hour | 4 | $ 680 |
| Asbestos Consultant | $ 109 | Hour | 56 | $6,104 |
| CAD | $ 80 | Hour | 12 | $ 960 |
| Administrative Assistant | $ 70 | Hour | 3 | $ 210 |
| ODCs | $ 300 | Lump | 1 | $ 300 |
| **Subtotal** | | | | **$8,254** |
| **OVERSIGHT SERVICES** | | | | |
| **Consulting Fees** | | | | |
| Asbestos Consultant | $ 109 | Hour | 16 | $1,744 |
| Asbestos Project Manager | $ 65 | Hour | 60 | $3,900 |
| Travel Expenses – On-Site Project Manager/Consultant | $2,700 | Lump | 1 | $2,700 |
| **Subtotal** | | | | **$8,344** |
| **Total** | | | | **$16,598** |

The above proposal is based on the following assumptions:

- The project schedule for abatement is based on six ten hour days.
- Significant changes to the scope of work will not be required.
- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material
- ±1,000 square feet of finished sheetrock
- ± 250 square feet of resilient floor tile and mastic
- The abatement contractor will be hired directly by Hidalgo County.
- Contractor fees are estimated to be $15,000.00
- TDSHS Notification fees are estimated to be $350.00

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.
Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES

Al Brunson

Al Brunson
Licensed Asbestos Consultant No. 105645

HALFF

June 2, 2011
1008-11-7790

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to perform a Comprehensive Assessment for Asbestos-Containing Materials for the Hidalgo County Courthouse Complex addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit the following cost estimate to perform an assessment for Asbestos Containing Materials (ACM) for the above referenced properties. It is understood that the Hidalgo County Courthouse Complex includes the Hidalgo County Courthouse and the Annex Building. This proposal includes the proposed scope of services, project deliverables, and project costs.

**Assessment for Asbestos Containing Materials**

An asbestos inspector, licensed by the TDSHS, will visually assess the subject property to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with TDSHS sampling protocol. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

Halff's sampling will not include materials such as concrete flooring, wooden or metal doors, and/or hidden inaccessible components. Halff will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspectors during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Halff will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM and, therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules.

**Asbestos Survey Report**

A detailed survey/letter report will be prepared for the structure included in this project, describing the area(s) and condition of the building materials that will be affected. The report will explain the inspection and sampling procedures and discuss the results. The report will include photographs, drawings showing material sample locations, areas, and approximate quantities of materials.

The total costs associated with the above services are estimated not to exceed $16,392.00 and the project will require approximately 30 days (approximately 2 weeks for a verbal report and 2 weeks for a written report) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. It has been assumed that no more than 250 building material samples will be collected for the analysis of asbestos content. It has also been assumed that an electronic version of the building plans are available and will be provided and that the structures will be accessible for sampling activities and during normal business hours. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

**TABLE 1 - PROJECT COSTS**

| Hidalgo County Courthouse Complex<br>Edinburg, Texas | | | | |
|---|---|---|---|---|
| **Project Detail** | **Project Cost Description** | **Unit Cost** | **Qty** | **Cost** |
| Asbestos Consultant | Labor, Licensed Consultant to perform asbestos assessment and survey | $109.00/hour | 32 | $ 3,488 |
| Asbestos Inspector | Labor, Licensed Inspector to perform asbestos assessment and survey | $75.00/hour | 32 | $ 2,400 |
| Laboratory Analysis | Asbestos – Laboratory analysis of bulk samples for asbestos content by PLM (24hr TAT) | $11.00/Sample | 250 | $ 2,750 |
| Asbestos Report | Licensed Asbestos Consultant<br>CAD<br>Administrative Assistant | $109/hour<br>$80/hour<br>$50/hour | 24<br>24<br>4 | $ 2,616<br>$ 1,920<br>$ 200 |
| Travel Expense | Airfare, Lodging, Transportation | Lump | | $ 2,178 |
| | | | | |
| ODCs | | Lump | 1 | $ 500 |
| Project Manager | | $170/hour | 2 | $ 340 |
| | | | **TOTAL** | **$ 16,392** |

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services

provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you.

Halff is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.

Thank you for your consideration of Halff.

Sincerely,

**HALFF ASSOCIATES, INC.**

Al Brunson
Environmental Scientist
Asbestos Consultant No. 105645

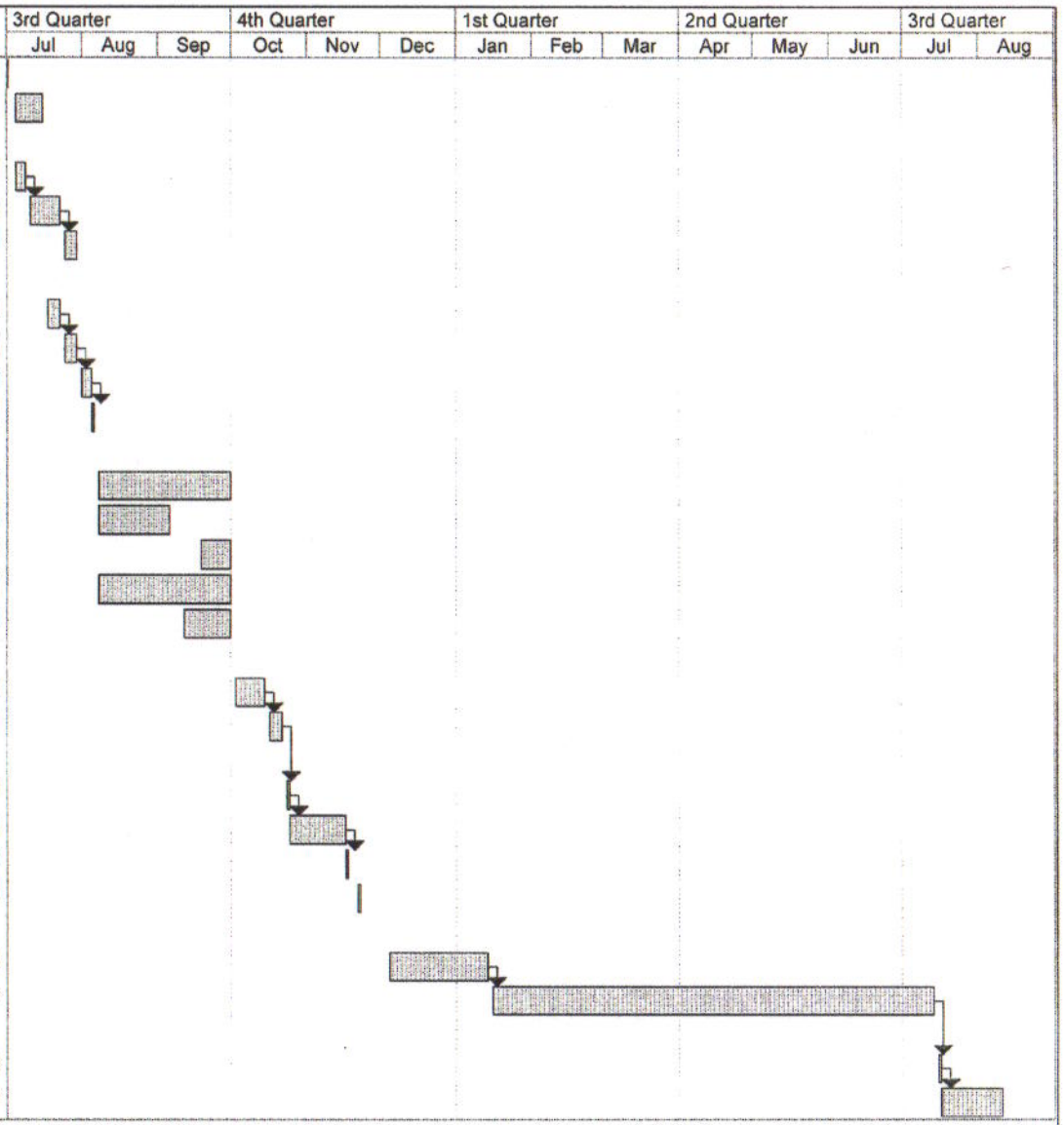
**Authorized by:** _____ **Date:**_____

# EXHIBIT "C"

## Work Schedule

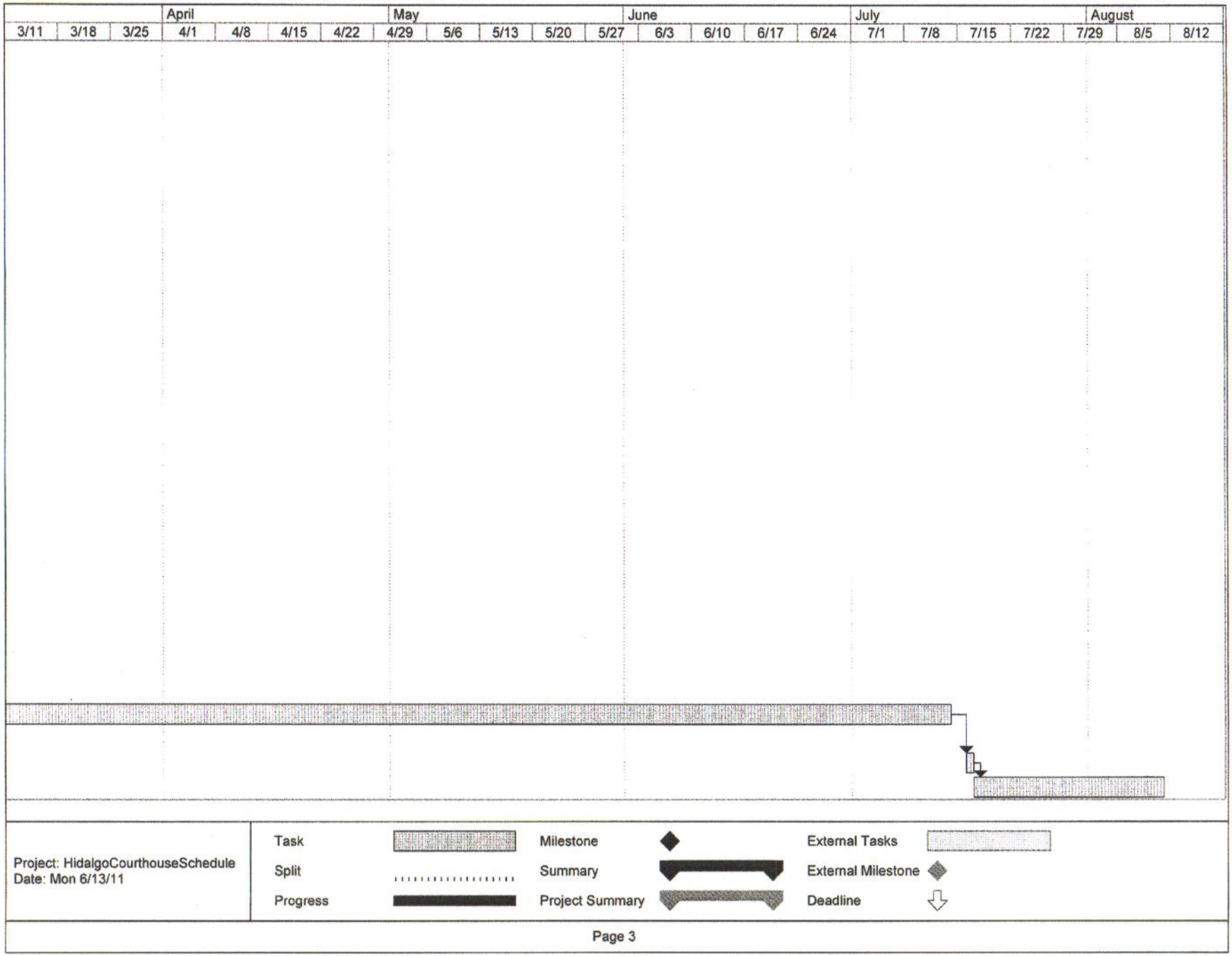
See attached

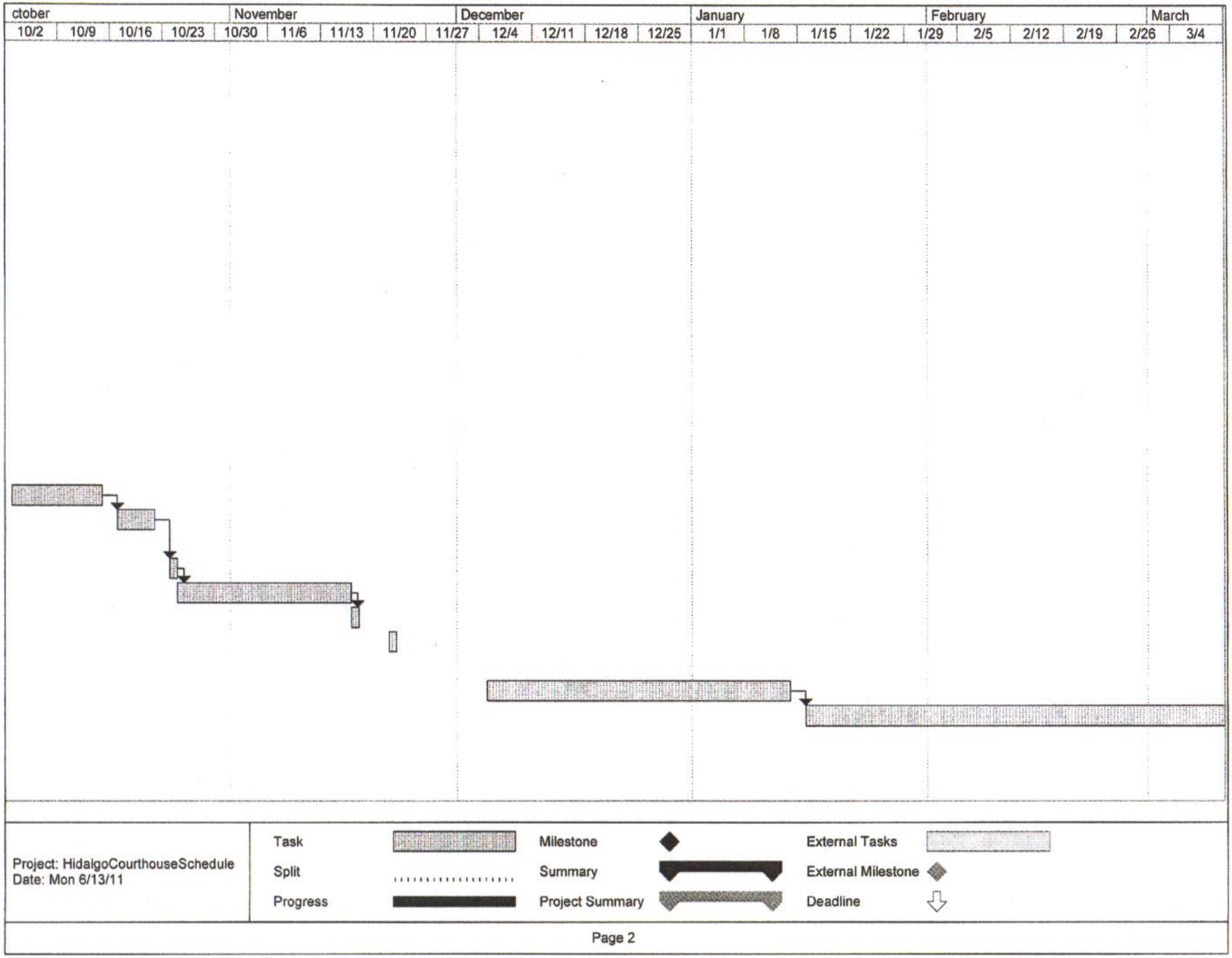
| ID | Task Name | Start | Finish |
|---|---|---|---|
| 1 | NTP | Fri 7/1/11 | Fri 7/1/11 |
| 2 | Site Survey | Tue 7/5/11 | Fri 7/15/11 |
| 3 | | | |
| 4 | Asbestos Fieldwork | Tue 7/5/11 | Fri 7/8/11 |
| 5 | Asbestos Sample Analysis | Mon 7/11/11 | Fri 7/22/11 |
| 6 | Asbestos Survey Report | Mon 7/25/11 | Fri 7/29/11 |
| 7 | | | |
| 8 | Floor Plan Measurements | Mon 7/18/11 | Fri 7/22/11 |
| 9 | Existing Conditions CAD | Mon 7/25/11 | Fri 7/29/11 |
| 10 | Life Safety Inspection | Mon 8/1/11 | Thu 8/4/11 |
| 11 | Owner Progress Review | Fri 8/5/11 | Fri 8/5/11 |
| 12 | | | |
| 13 | Fire SprinklerAlarm Design | Mon 8/8/11 | Fri 9/30/11 |
| 14 | Egress Improvements | Mon 8/8/11 | Mon 9/5/11 |
| 15 | Civil Engineering | Mon 9/19/11 | Fri 9/30/11 |
| 16 | Building Interiors/Fire Stair | Mon 8/8/11 | Fri 9/30/11 |
| 17 | Electrical Engineering | Mon 9/12/11 | Fri 9/30/11 |
| 18 | | | |
| 19 | Asb. Abatement Plans/Specs | Mon 10/3/11 | Fri 10/14/11 |
| 20 | Owner Review/Approval | Mon 10/17/11 | Fri 10/21/11 |
| 21 | | | |
| 22 | Issuance of Plans for Bid | Mon 10/24/11 | Mon 10/24/11 |
| 23 | Proposal Phase | Tue 10/25/11 | Wed 11/16/11 |
| 24 | Receipt of Proposals | Thu 11/17/11 | Thu 11/17/11 |
| 25 | Construction Award | Tue 11/22/11 | Tue 11/22/11 |
| 26 | | | |
| 27 | Abatement and Monitoring | Mon 12/5/11 | Fri 1/13/12 |
| 28 | Construction | Mon 1/16/12 | Fri 7/13/12 |
| 29 | | | |
| 30 | Substantial Completion | Mon 7/16/12 | Mon 7/16/12 |
| 31 | Final Completion | Tue 7/17/12 | Fri 8/10/12 |



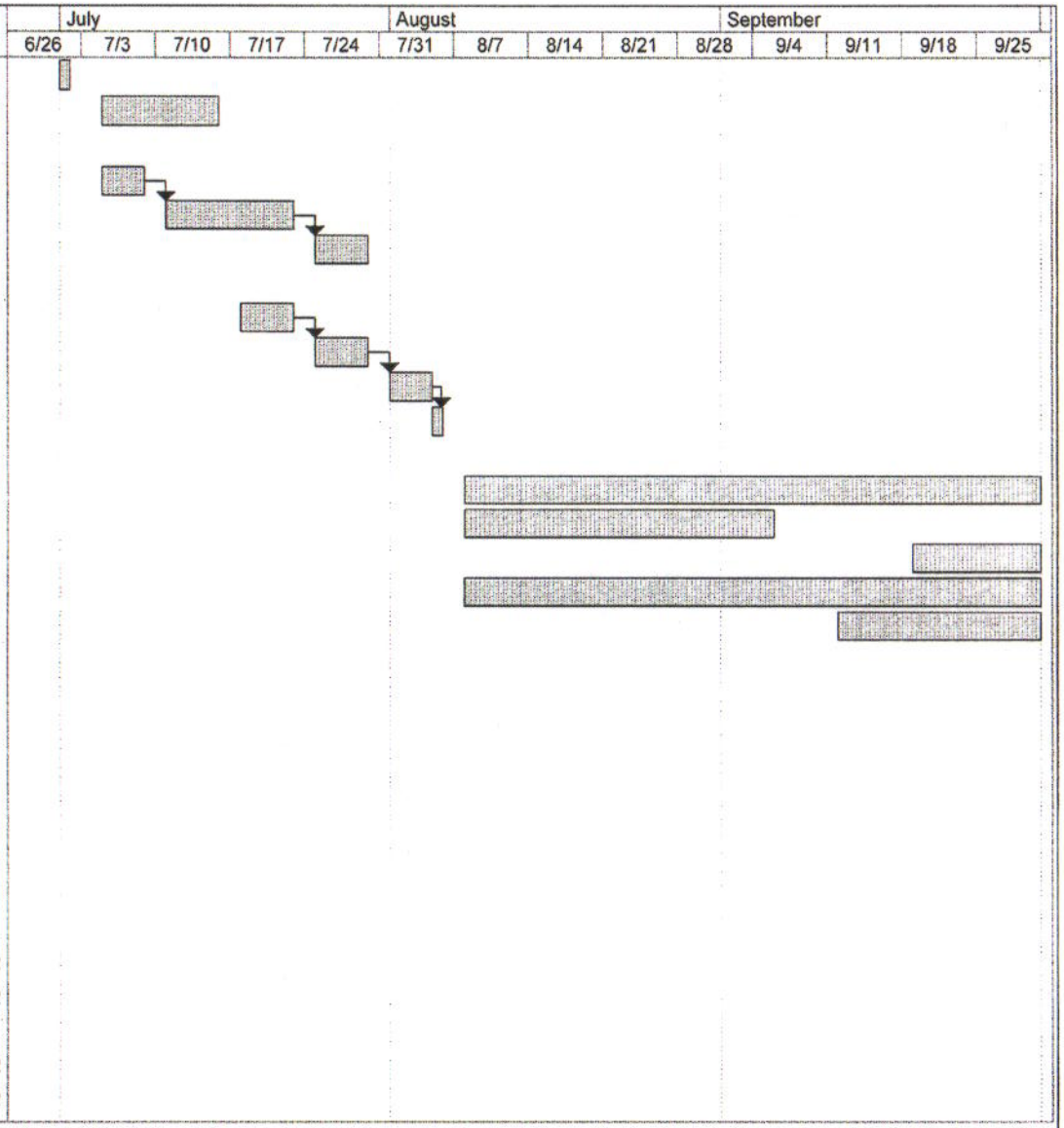

Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline


April
May
June
July
August
3/11
3/18
3/25
4/1
4/8
4/15
4/22
4/29
5/6
5/13
5/20
5/27
6/3
6/10
6/17
6/24
7/1
7/8
7/15
7/22
7/29
8/5
8/12
Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline


ctober
November
December
January
February
March
10/2
10/9
10/16
10/23
10/30
11/6
11/13
11/20
11/27
12/4
12/11
12/18
12/25
1/1
1/8
1/15
1/22
1/29
2/5
2/12
2/19
2/26
3/4
Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 2

| ID | Task Name | Start | Finish |
|---|---|---|---|
| 1 | NTP | Fri 7/1/11 | Fri 7/1/11 |
| 2 | Site Survey | Tue 7/5/11 | Fri 7/15/11 |
| 3 | | | |
| 4 | Asbestos Fieldwork | Tue 7/5/11 | Fri 7/8/11 |
| 5 | Asbestos Sample Analysis | Mon 7/11/11 | Fri 7/22/11 |
| 6 | Asbestos Survey Report | Mon 7/25/11 | Fri 7/29/11 |
| 7 | | | |
| 8 | Floor Plan Measurements | Mon 7/18/11 | Fri 7/22/11 |
| 9 | Existing Conditions CAD | Mon 7/25/11 | Fri 7/29/11 |
| 10 | Life Safety Inspection | Mon 8/1/11 | Thu 8/4/11 |
| 11 | Owner Progress Review | Fri 8/5/11 | Fri 8/5/11 |
| 12 | | | |
| 13 | Fire SprinklerAlarm Design | Mon 8/8/11 | Fri 9/30/11 |
| 14 | Egress Improvements | Mon 8/8/11 | Mon 9/5/11 |
| 15 | Civil Engineering | Mon 9/19/11 | Fri 9/30/11 |
| 16 | Building Interiors/Fire Stair | Mon 8/8/11 | Fri 9/30/11 |
| 17 | Electrical Engineering | Mon 9/12/11 | Fri 9/30/11 |
| 18 | | | |
| 19 | Asb. Abatement Plans/Specs | Mon 10/3/11 | Fri 10/14/11 |
| 20 | Owner Review/Approval | Mon 10/17/11 | Fri 10/21/11 |
| 21 | | | |
| 22 | Issuance of Plans for Bid | Mon 10/24/11 | Mon 10/24/11 |
| 23 | Proposal Phase | Tue 10/25/11 | Wed 11/16/11 |
| 24 | Receipt of Proposals | Thu 11/17/11 | Thu 11/17/11 |
| 25 | Construction Award | Tue 11/22/11 | Tue 11/22/11 |
| 26 | | | |
| 27 | Abatement and Monitoring | Mon 12/5/11 | Fri 1/13/12 |
| 28 | Construction | Mon 1/16/12 | Fri 7/13/12 |
| 29 | | | |
| 30 | Substantial Completion | Mon 7/16/12 | Mon 7/16/12 |
| 31 | Final Completion | Tue 7/17/12 | Fri 8/10/12 |




Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

# EXHIBIT "D"
## COST PROPOSAL

**Various Design Services Life Safety Improvements Hidalgo County Courthouses**

**Professional Fee:**

| | |
|---|---|
| Survey for Design (with Topo) | $5,000 |
| Civil Engineering | $2,000 |
| Building Env/Inter + Life Safety Improvements -2 | $19,000 |
| Structural Engineering: | $2,000 |
| Electrical Engineering | $15,000 |
| Life Safety Improvements – 1 | $39,840 |
| Asbestos – Site Survey | $16,392 |
| Asbestos – Design and Monitoring | $16,598 |
| Project Specifications and Bid Documents | $4,500 |
| Bid Phase Service | $3,000 |
| Construction Phase Service | $9,000 |
| **Total Fee (as listed):** | **$132,330** |

**Exclusions:**

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at $4,700.00.

CC Approved on June 21, 2011



# AGENDA

**CC REGULAR**
**HIDALGO COUNTY**
**COMMISSIONERS' COURT MEETING**
**June 21, 2011**
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

1. **Roll Call** All present

2. **Pledge of Allegiance** All

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **Executive Officer - Valde Guerra:**

**A.**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

(1) c/mgn

**B.** **AI-27125**

approved

Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Pct. 3 Meeting Hall & Pavilion.

(2) c/mgn

**C.** **AI-27121**

approved

Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Sunset Park.

**D.** **AI-27128** Approval to accept a settlement check from TCLC Enterprises, Inc. in the amount of $235.00 to settle property damages to County vehicle. (Sheriff Office)

approved

**E.** **AI-27122** Approval to accept a settlement check from GEICO Insurance Company in the amount of $566.75 to settle auto accident with County vehicle. (Sheriff Office)

approved

(3)

**F.** **AI-27154**

all approved

Environmental Compliance:
1. Presentation and Discussion on the 2005 Raba-Kistner Petroleum Storage Tank Compliance Assessment ( Pct. 1, 2, 3, 4, and Sheriff's Department Complex)
2. Discussion, Consideration and Approval on establishing an Environmental Committee with representatives from each Precinct, Executive Officer and appropriate departments to implement EPA/TCEQ required regulatory mechanisms. Martha Mena, Raul Silguero, Norma Ceballos, Marcos Lopez, Yolanda Chapa
3. Discussion, Consideration and Approval to:
   a. compile a county-wide database of above-ground storage tanks (AST) and under-ground storage tanks (UST) through visual inspections and data from Fixed-Assets
   b. Initiate TCEQ compliance permits for all county ASTs, USTs and air burners



CC Approved on June 21, 2011

CC Approved on June 21, 2011



A. AI-27069 Approval of clarification of salary for one (1) Technician II positon, slot # 200-001-0030 Grade 6 approved by Comm. Court on 07/13/10.

no action

B. **Budget Appropriations:**

1. AI-27078 Pct. #1 R & B (1200):
Approval of 2011 appropriation of funds for Pct. 1 Administration, program #004, & Road Maintenance, program #005, in the amount of $200,500.00 to fund various operating expenditures.

approved

21. **Purchasing Department - Marty Salazar:**
**Notes:**
**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT (S)/CHECK(S).**

A. **Hidalgo County**

nothing to report

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

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

nothing to report

4. AI-27034 a. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extensions with NORMA HERNANDEZ d/b/a CV SERVICES as provided in the current contract for: "Vending Machine Services" for Hidalgo County, under the same rates, terms and conditions (effective: 06/22/11-06/21/12).

no action a-d

b.Discussion and applicable action for Commissioners' Court to entertain the option to offer vendor a payment plan (i.e. promissory note) to collect past due energy reimbursements

c. Other options.

d. Authority to advertise for Vending Machine Services.

approved

e. Option to exercise a 60 day grace period extension as provided under current agreement, with Norma Hernandez d/b/a CV Services.

5. AI-27097

approved

a. Pursuant to Article 14 of the current agreement-C-10-340-10-19, Halff Associates is requesting approval to engage the services of a consultant/sub-contractor (REED Fire Protection Engineering, L.L.C.) with adherence to insurance provisions required by said article;

approved

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $135,280.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.



CC Approved on June 21, 2011

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-10-340-10-19**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Halff Associates, Inc.** professional engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

**WITNESSETH:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: **"Building Repairs and/or Renovations to County Owned Buildings" (on an as needed basis)** for projects within **Hidalgo County Precinct Number 4,** hereinafter referred to as the ("**Project**").

**NOW, THEREFORE,** the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**WHEREAS**, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

**WHEREAS**, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW, THEREFORE,** the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer**. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation

as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services**. This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work**. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work**. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement. exchange for such services.

**2.4 Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

**ARTICLE 3. Period of Service**. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date**. This Agreement shall be for a period of **one (1) year** ; (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Engineer** shall notify the **Owner** in writing as

soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

**3.4 Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the

obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by

the Engineer, the Owner shall compensate the Engineer as follows:

**5.1** ***Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2** ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL**. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

**ARTICLE 6. Method of Payment.**

**6.1 Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment.** On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner. 6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding,

the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

**ARTICLE 7. Work Authorization**. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto

and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements**. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date**

identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

**ARTICLE 9. Additional Work**. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this

Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work**. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

**10.3 Project Delays**. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost**. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer, the Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to

provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

**ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents**. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information**. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12. Discounts, Rebates, Refunds**. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by

the **Owner** and the **Engineer.**

**ARTICLE 13. Records, Accounting, Inspection**. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

**ARTICLE 14. Subcontracting and Assignment**. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents**. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the

length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information**. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

**16.2 Inventions**. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may

conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

**17.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and

training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Engineer's Resources**. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge

and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer**

or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21. Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability

not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

**ARTICLE 22. Compliance with Laws**. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-Collusion**. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the

*Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax**. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event 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.

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| | |
|---|---|
| **OWNER:** | **ENGINEER**: |
| **Hidalgo County** | **Halff Associates, Inc.** |
| **100 E. Cano, 2nd, Floor** | **5000 West Military Hwy., Suite 100** |
| **Edinburg, Texas 78539** | **McAllen, Texas 78503** |

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to

enter into this Agreement.

**WITNESS WHEREOF,** the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 19th day of October, 2010.

**ENGINEER:**
**HALFF ASSOCIATES, INC.**

**BY:** _____
Menton J. Murray, III, P.E., LEED AP

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Rene A. Ramirez, County Judge

**ATTEST:**

**BY:** _____
Arturo Guajardo, Jr., County Clerk

***Approved by Commissioner's Court on*** October 19 ***. 2010.***

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

**BY:** _____
Stephen L. Crain, Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the Owner |
| **EXHIBIT B** | -Scope of Services to be provided by the Engineer |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Engineer's Rates |
| **EXHIBIT E** | -Work Authorization Form |
| **EXHIBIT F** | -Supplemental Agreement Form |
| **EXHIBIT G** | -Certificate of Insurance *(Hidalgo County)* |

# EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

# PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Professional Engineering Services-Hidalgo County"**
(including all funding sources, programs, and entities)
**RFQ NO: 2010-011-01-13-MSS**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# PURCHASING DEPARTMENT
County Of Hidalgo

## REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
## HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional E ngineering Services"
RFQ NO: 2010-011-01-13-MSS

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
   *(Page 8 must be submitted with response)*
3. Exhibit "A", Requireme nts, consisting of 11 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
   *(Must be submitted with response)*
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
   *(Must be submitted with response)*
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
   *(Must be submitted with response)*
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
   *(Must be submitted with response)*
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
   *(Must be submitted with response)*
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
   *(Must be submitted with response)*
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
    *(Must be submitted with response)*
11. Attachment "A" Documentation Required on Building & Road & Bridge Construction Project, consisting of 1 pages.
12. Attachment "B" Professional Services Procurement Form, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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 — 12/21/09 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

| RFQ NO: 2010-011-01-13-MSS | BUYER II: MOISES SALAZAR | TEL: 956-292-7000-EXT. 4863 |
|---|---|---|

# REQUEST FOR QUALIFICATIONS

**Hidalgo County**
Edinburg, Texas

## PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

**JANUARY 13, 2010**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

**LEGAL NOTICE** **RFQ NO: 2010-011-01-13-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services -Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2010-011-01-13-MSS-PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 13, 2010.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 THE FOLLOWING REFERENCE: RFQ NO: 2010-011-01-13-MSS—PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY.**

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   **WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN** Monday, January 4, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Professional Engineering Services -Hidalgo County"**
  e) 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**
**2802 S. Business Hwy. 281**
**Edinburg, TX 78539**
**956-318-2511**

15. Schedule of Events

| | |
|---|---|
| **RFQ Acceptance, 9:30 A.M.** | **January 13, 2010** |
| Award of Contract | _____, 2010 |
| Commence Work or Deliver Products | _____, 2010 |

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all 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 participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. 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.

18. 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 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.**

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**Request For Qualifications**
for
**Professional Engineering Services -Hidalgo County**
(Including all Funding Sources, Programs and Entities)
**RFQ No: 2010-011-01-13-MSS**

## JANUARY 13, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

## REQUEST FOR QUALIFICATIONS

# PROFESSIONAL ENGINEERING SERVICES

# 2010-011-01-13-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting February 09, 2010 and ending on February 09, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES-Hidalgo County** (including all funding sources, Programs, and Entities)**-Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-011-01-13-MSS

| US Postal Mail Address: | Physical Address: |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

**The Submittal Envelope Must Show The RFQ Number, Name And Opening 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, at:

| US Postal Mail Address: | Physical Address: |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Monday, January 4, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 6, 2010. **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 of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
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.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
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 vendor'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 (RFQ) 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.

**RFQ DELIVERY:**
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**
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 OF POOL:**
The pool term is for a period starting February 9, 2010 and ending on February 9, 2011, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## *SECTION II -RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

**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.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.
What does your firm specialize in?
Minimum experience:
Years?
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:**
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

**A.**

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

**B.**

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

**C.**

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

**Other Engineering Services include:**
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

**Additionally, this section should include, but not restricted to the following information:**

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal

2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format**.

## *PART III -SELECTION / EVALUATION*

**SELECTION/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services

* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING:**

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

**RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format** of RFQs should be submitted to:

| US Postal Mail Address: | Physical Address: |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

# EXHIBIT B

# EVALUATION CRITERIA

## HIDALGO COUNTY
## REQUEST FOR QUALIFICATIONS

## PROFESSIONAL ENGINEERING SERVICES

## 2010-011-01-13-MSS

## EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

### 1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

### 2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

### 3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

### 4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

### 5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required ).

**HIDALGO COUNTY**
**PROFESSIONAL ENGINEERING SERVICES**
**RFQ No. 2010-011-01-13-MSS**
## RFQ EVALUATION FORM

| **Selection Criteria** | **Points** | **Score** |
|---|---|---|
| 1. **STAFFING OF PROJECT TEAM** (20) | | |
| a) Information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. | 10 | |
| b) Professional team members experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). | 5 | |
| c) Similar experience gained through other clients substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. | 5 | |

Comments/Rationale For Points: _____

| | | |
|---|---|---|
| 2. **EXPERIENCE OF PROJECT TEAM / ABILITY TO COMMIT RESOURCES** (25) | | |
| a) The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. | 10 | |
| b) The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. | 5 | |
| c) Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance. | 10 | |

Comments/Rationale For Points: _____

| | | |
|---|---|---|
| 3. **METHODOLOGY** (15) | | |
| a) The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project | 15 | |

Comments/Rationale For Points: _____

| | | |
|---|---|---|
| 4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS** (30) | | |
| a) Demonstrate an understanding of the scope of services | 10 | |
| b) Address appropriate Federal/State/Local regulations and policies | 15 | |
| c) Identify information to be gathered or obtained | 5 | |

Comments/Rationale For Points: _____

| | | |
|---|---|---|
| 5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATION** (10) | | |
| a) The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required). | 10 | |

Comments/Rationale For Points: _____

**Total** _____

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED EXP (Any one person) | $ |
| | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | GENERAL AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | 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<br>Attn: Purchasing Department<br>2612 S Highway Bus. 281<br>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.<br>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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
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 project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# 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

# PROPOSER'S AFFIDAVIT
## Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 200___.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: 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:**

- ☐ 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

**Disadvantaged Business (At Least 51% Ownership)**

- ☐ 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.:** _____

Revised12/14/06

## 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 2005)
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, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

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 Line 1 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
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

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. person (including a U.S. resident alien).

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 ▶

## 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.

**U.S. person.** 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.

**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.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

## 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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**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" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf*. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.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.** Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**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 single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. 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 |

[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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal 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.)

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

| PROJECT IN PROGRESS | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| ITEM # | DOCUMENTS REQUIRED FOR PAYMENT | | New Building | Building Renovation | Road Projects |
| 1 | Application & Certification of Payment | Contractor/Architect | X | X | X |
| 2 | Schedule of Values | Contractor | X | X | X |
| 3 | List of Supplier and Sub-Contractors (as applicable) | Contractor | X | X | X |
| 4 | Partial Waiver of Liens (Sub-Contractors/Suppliers) | Contractor | X | X | |
| 5 | Progress Report of Project | Engineer | X | X | X |
| 6 | Copies of Permits (Building/Plumbing/Mechanical, etc.) | Contractor | X | X | |
| 7 | Certificate of Liability Insurance | Contractor | X | X | X |

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

| PROJECT NEAR COMPLETION | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| ITEM # | DOCUMENTS REQUIRED FOR PAYMENT | | New Building | Building Renovation | Road Projects |
| 8 | Punch List | Architect | X | X | |
| 9 | Certificate of Partial Substantial Completion | Architect | X | X | X |
| 10 | Consent of Sureties* | Bonding Agent | X | X | X |
| 11 | Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion). | Bonding Agent | X | X | X |

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

| PROJECT COMPLETED | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| ITEM# | DOCUMENTS REQUIRED FOR PAYMENT | | New Building | Building Renovation | Road Projects |
| 12 | Certificate of Construction Completion | Architect | X | X | X |
| 13 | General Contractor Warranty | Contractor | X | X | X |
| 14 | Certificate of Occupancy | Architect | X | X | |
| 15 | *Contractor's Affidavits of Release of Liens | Bonding Agent | X | X | X |
| 16 | *Contractor's Affidavit of Payments of Debts and Claims | Bonding Agent | X | X | X |
| 17 | *Consent of Surety Company to Final Payment. | Bonding Agent | X | X | X |
| 18 | Final Blue Prints | Architect | X | X | X |
| 19 | Manufacturer Warranties | Contractor | X | X | |

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

# PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

## HIDALGO COUNTY PURCHASING DEPARTMENT

| | |
|---|---|
| Name and Address of Firm: | |
| Principals of Firm and Titles: | |
| Firm's Registration No.: | |

| Area of Specialization: | | | |
|---|---|---|---|
| | Civil Engineering | | Mechanical Engineering |
| | Structural Engineering | | Environmental Engineering |
| | Geotechnical Engineering | | Electrical Engineering |
| | MEP Engineering (Mech/Elec/Plumb) | | Highway Engineering |
| | | | |
| | | | |

| Local References (Rio Grande Valley) List Four (4) Only: |
|---|
| Reference #1: |
| Reference #2: |
| Reference #3: |
| Reference #4: |

| Recent Projects (Within Two [2] Years) List Four (4) Only: |
|---|
| Project #1: |
| Project #2: |
| Project #3: |
| Project #4: |

| | |
|---|---|
| Submitted By: | |
| Signature: | |
| Typed Name: | |

# EXHIBIT A
## -Scope of Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

**(6)** Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

# EXHIBIT B

## -Scope of Services to be Provided by the Engineer

Through project award via work authorization, engineer shall provide professional services required to design and specify Building repair and renovation projects. Types of services that may be included as dictated by the individual project requirements consist of: 1) Surveying, 2) Civil Engineering, 3) Mechanical/Plumbing Engineering, 4) Electrical Engineering, 5) Structural Engineering, and/or 6) Architecture. Upon identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

# EXHIBIT C
## -Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT D

## -Engineer's Contract Rates

**Halff Associates, Inc.**
**Billing Rate Schedule**
**Engineering Services**
October 1, 2010

| | |
|---|---|
| Project Manager/Principal | $150/hr |
| Prof. Engineer/RPLS/Reg. Arch. | $120/hr |
| EIT/SIT/Arch. | $90/hr |
| Designer | $60/hr |
| Construction Administrator | $75/hr |
| CAD Tech | $50/hr |
| Secretarial/Clerical | $50/hr |
| Two-man Survey Crew | $130/hr |

Reimbursable expenses charged at 1.1 times cost.

# EXHIBIT E

-Work Authorization

# HIDALGO COUNTY

**Professional Engineering Services**

**Contract # _____**

**Work Authorization Form**

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide

_____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. I shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No. ___**.

**HIDALGO COUNTY PRECINCT # 4**

**BY: _____**
**Oscar L. Garza, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

| | |
|---|---|
| **THE ENGINEER:** | **THE OWNER:** |
| **(Firms Name)** | **HIDALGO COUNTY** |
| _____ | _____ |
| **By: (Name of Engineer)** | **By: Rene A. Ramirez, County Judge** |

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# EXHIBIT F

## -Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT No. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2010** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to _____

_____

AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:**
**(FIRMS NAME)**

**BY:**_____

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

# EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2010

PRODUCER (972)581-4800 FAX (972)581-4850
Bell Insurance Agency
16980 Dallas Parkway
Dallas, TX 75248
Candy Goehring

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 Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Accident & Indemnity | 22357 |
| INSURER B: Hartford Casualty Ins. Co. | 29420 |
| INSURER C: Hartford Underwriters | 30104 |
| INSURER D: ACE American Ins. Co. | 22667 |
| 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<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE [X] OCCUR<br>[X]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC | 46UUNIY5768 | 07/12/2010 | 07/12/2011 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | 46UUNIY5768 | 07/12/2010 | 07/12/2011 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| B | | EXCESS/UMBRELLA LIABILITY<br>[X] OCCUR [ ] CLAIMS MADE<br>DEDUCTIBLE<br>[X] RETENTION $ 10,000 | 46XHUIY6677 | 07/12/2010 | 07/12/2011 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$<br>$<br>$ |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | 46WENV6090 | 07/12/2010 | 07/12/2011 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | | OTHER<br>PROFESSIONAL LIABILITY<br>Claims-Made | EONG21673845 | 07/12/2010 | 07/12/2011 | $5,000,000 Per Claim Limit<br>$5,000,000 Aggregate Limit | |

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

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Thomas J. Ashley/CANDY


©ACORD CORPORATION 1988

**AI-23504** **20.D.1.**

**Pct 4-Approval Prof Engineering Svcs Agreement-"BUILDING REPAIRS and/or RENOVATIONS to County owned Buildings/Structures"**
**CC REGULAR**

**Date:** 10/19/2010
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 4

## Information

**CAPTION**

Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 09/21/10) with Halff Associates Inc. for: "Building Repairs and/or Renovations to County owned Buildings/Structures" (on an as needed basis), utilized by various departments located within Hidalgo County Precinct #4 area.

**BACKGROUND**

Contract Document C-10-340-10-19-HALFF ASSOC INC.

## Fiscal Impact

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

**BUDGETARY IMPACT:**

Possible funding source could come from various departments in the Pct 4 area.
See the attached Expense Report (dated 10/15/10) for current balances available in object code 334 (Archiectural & Engineering Services).

## Attachments

Link: Contract Document-C-10-340-10-19-Halff Associates Inc-Pct 4
Link: 2010 Exp Rpt for Obj 334 10-15-10

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 10/14/2010 04:21 PM | APRV |
| 2 | Budget & Management | Sylvia Solis | 10/15/2010 08:49 AM | APRV |
| 3 | Dale Kennan | Dale Kennan | 10/15/2010 10:38 AM | APRV |
| 4 | Auditor's Office | | 10/15/2010 05:24 PM | NEW |

Form Started By: Letty Saenz Started On: 10/14/2010 03:10 PM
Final Approval Date: 10/15/2010

**1. AI-23504**

approved

Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 09/21/10) with Halff Associates Inc. for: "Building Repairs and/or Renovations to County owned Buildings/Structures" (on an as needed basis), utilized by various departments located within Hidalgo County Precinct #4 area.

**E. Budget & Management**

**1. AI-23510**

approved

Recommending award of bid and approval of contract to bidder meeting all specifications/requirements attached hereto for Hidalgo County-"Security Services for County-Owned Structures-Bldgs-Parks-Equipment-Facilities" RFB NO: 2010-337-10-13-SGS.

**F. Colonia Access Program Pct. 1**

**1. AI-23476**

approved

Recommendation by project engineer, TEDSI Infrastructure Group, to award to the lowest bidder meeting all specifications: Saenz Utility Contractors in the amount of $90,413.25 for Bid No. CAP-10-336-09-29-YSI "Road & Drainage Construction for Diaz Subdivision".

**G. Co. Wide**

**1.**

nothing to report

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

**21. Adjourn**

## Form Routing/Status

**Form Started By:** Angela Garcia **Started On:** 10/07/2010 07:49 AM
**Final Approval Date: 10/15/2010**

**MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

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-27034** a. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extensions with NORMA HERNANDEZ d/b/a CV SERVICES as provided in the current contract for: "Vending Machine Services" for Hidalgo County, under the same rates, terms and conditions (effective: 06/22/11-06/21/12).

b. Discussion and applicable action for Commissioners' Court to entertain the option to offer vendor a payment plan (i.e. promissory note) to collect past due energy reimbursements

c. Other options.

d. Authority to advertise for Vending Machine Services.

e. Option to exercise a 60 day grace period extension as provided under current agreement, with Norma Hernandez d/b/a CV Services.

5. **AI-27097** a. Pursuant to Article 14 of the current agreement-C-10-340-10-19, Halff Associates is requesting approval to engage the services of a consultant/sub-contractor (REED Fire Protection Engineering, L.L.C.) with adherence to insurance provisions required by said article; fire suppression System

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of ~~$135,280.00~~ $132,330.00) as submitted by project engineer, Halff Associates, Inc. to provide ~~engineering services~~ for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through

**AI-27726** **21. C. 2.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Martha L. Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## CAPTION

Requesting approval of a professional services agreement with HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" (on an as needed basis) for projects located with Hidalgo County Precinct No. 4 and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 06/14/11).

## BACKGROUND

Contract Document #C-11-183-08-02-HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-124-007-0-XX

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

**BUDGETARY IMPACT:**

Funding will be identified once Pct. 4 identifies project(s).
On an “as needed basis”

$450 for each Appraisal Review of each parcel.

## Attachments

contract doc#C-11-183-08-02-HLH

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:02 AM |
| Manuel Chapa | Manuel Chapa | 07/28/2011 09:15 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 04:50 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Letty Saenz Started On: 07/26/2011 04:14 PM

Final Approval Date: 07/29/2011

X

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**PROFESSIONAL SERVICES CONTRACT**
**C-11-183-08-02**

**THIS AGREEMENT** is made effective the **2nd** day of **August, 2011**, by and between the **County of Hidalgo, Texas** ("County") and **HARVEY L. HEERSSEN** d/b/a **HLH APPRAISAL SERVICES** ("Appraiser").

**W I T N E S S E T H:**

**WHEREAS,** the County requires review of appraisal services for: **"REVIEW OF APPRAISAL SERVICES" (on an as needed basis)** for projects located within **HIDALGO COUNTY PRECINCT No. 4**; and

**WHEREAS,** the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

**WHEREAS,** from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

**WHEREAS,** County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

**WHEREAS,** pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

**WHEREAS,** County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

**1. Scope of Services.** Appraiser agrees to provide to County ***"Review of Appraisal Services (on an as needed basis)*** for projects located within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Appraiser." ***In the event the Appraiser does not provide the "Review of Appraisal Services" prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and "Review of Appraisal Services" is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

***Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the "Review of Appraisal Services" ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.***

**2. Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

**3. Term.** This Contract for a period of **one (1) year**, effective **August 2, 2011**, and will expire **August 1, 2012** or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the County with each **"Purchase Order".**

**4. Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for

payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

**5. Progress**. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

**6. Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**7. Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract.

**8. Reporting**. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

**1.** Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by

established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

**2.** Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

**9. Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

**10. Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Voluntary Termination.** County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

**12. Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

**13. No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the

obligations or rights under this contract to any person without the prior written consent of County.

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

**15. Termination by County**. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

**16. No Waiver**. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**17. Entire Agreement**. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

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

**19. Hold Harmless**. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's

intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**20. Attorney's Fees**. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Appraiser: Harvey L. Heerssen d/b/a
**HLH APPRAISAL SERVICES**
6107 Aberton Forest Drive
Houston, Texas 77084

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

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

. **23. Binding Contract.** This Contract shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

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

**25. Authority.** The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

**26. Commitment of Current Revenues**. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Contract, the County may terminate this Contract upon thirty (30) days written notice to the Surveyor**.** The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

**EXECUTED,** as of the day and year first written above.

***APPROVED BY COMMISSIONER'S COURT ON _____, 2011***

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

By:_____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO, TEXAS**

By:_____
Ramon Garcia, County Judge

**APPRAISER: Harvey L. Heerssen d/b/a HLH APPRAISAL SERVICES**

By:_____

Printed Name: Harvey L. Heerssen

Title: Owner

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

# EXHIBIT "A-1"

## REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

December 13, 2010

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Real Estate Appraisers-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2011-003-01-05-SMA**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (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 QUALIFICATIONS (RFQ) CHECKLIST

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**"Real Estate Appraisers-Pool"**
**RFQ No: 2011-003-01-05-SMA**

1. **Request for Qualifications Letter, consists of 1 page.**
2. **Request for Qualifications, Legal Notice, consisting of 7 pages.**
3. **Exhibit "A", Requirements, consisting of 7 pages.**
4. **Exhibit " B", Evaluation Criteria, consisting of 2 pages.**
5. **Exhibit "C", Insurance Requirements, consisting of 4 pages.**
6. **Exhibit "D", CIQ Conflict of Interest Questionnaire, consists of 1 page.**
7. **Exhibit "E", Proposer's Affidavit, consists of 1 page.**
8. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
9. **Certification Regarding Debarment, consists of 1 page.**
10. **Attachment "A"-Documentation required on Bldg., Road & Bridge Construction Project consists of 1 page.**
11. **Attachment "B"-Procurement Form, consists of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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

December 13, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# LEGAL NOTICE

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

## "REAL ESTATE APPRAISERS-POOL"

## RFQ No. 2011-003-01-05-SMA

| RFQ No: 2011-003-01-05-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 292-7000 ext. 4865 |
|---|---|---|

# REQUEST FOR QUALIFICATIONS

## Hidalgo County
## REAL ESTATE APPRAISERS - POOL

(Including all funding sources, Programs, and Entities )

## JANUARY 05, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Real Estate Appraisers - Pool-Hidalgo County"(including all funding sources, Programs, and Entities),** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. **One (1) original and seven (7) copies** of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2011-003-01-05-SMA "Real Estate Appraisers Pool--Hidalgo County"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, January 05, 2011.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 IN REFERENCE TO RFQ.**

   Hidalgo County reserves the right to refuse and reject any/all RFQ's and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, December 27, 2010** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, December 29th, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ's and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. **DELIVERY INSTRUCTIONS** (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, CPPB, Purchasing Agent
  (956) 318-2626

**14. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Real Estate Appraisers Pool-Hidalgo County"**
  e) 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**
**2802 S. Business Hwy. 281**
**Edinburg, TX 78539**
**(956) 318-2511**

**15. SCHEDULE OF EVENTS**

| | |
|---|---|
| **RFQ Acceptance, 9:30 A.M.** | **January 05, 2011** |
| Award of Contract | 2011 |
| Commence Work or Deliver Products | 2011 |

**16. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all 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 participating firms are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

**17. 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 therefor 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.

18. **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 participant 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**Request for Qualifications**
**Real Estate Appraisers Pool-Hidalgo County**
(Including all funding sources, Programs, and Entities)
**RFQ No: 2011-003-01-05-SMA**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

# EXHIBIT A
## REQUIREMENTS

# HIDALGO COUNTY
(Including all funding sources, programs, and entities)
# REQUEST FOR QUALIFICATIONS

# "REAL ESTATE APPRAISERS-POOL"

# RFQ No. 2011-003-01-05-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for a **February 9, 2011 and ending February 8, 2012.**

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"REAL ESTATE APPRAISERS POOL-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 05, 2011. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-003-01-05-SMA

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening 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, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to Sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN MONDAY, December 27, 2010 at 5:00 p.m.** Responses will be sent to all applicants **by Wednesday, December 29, 2010. 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 of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
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.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
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 vendor'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 (RFQ) 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.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
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 OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

# SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

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.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the per formance of similar services for public entities. This should also include the following information:

1) Copy of current license certification with the state seal
2) History certification from the Texas Appraiser Licensing & Certification Board.
3) General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

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:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD in PDF Format.**

# PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** 30 points
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** 45 points
   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** 15 points
   a) Required discipline skills
   b) Key personnel
   c) Qualifications of personnel

4) ***Equal Opportunity Employer*** 05 points

5) ***Meets minimum Hidalgo County Insurance Requirements*** 05 points

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court and/or the User Department in need of Real Estate Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2) Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;

3) A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: **One (1) original, seven (7) copies and two (2) CD in PDF Format** of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.**

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 05, 2011.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

# EXHIBIT "B"

## EVALUATION CRITERIA

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

## "REAL ESTATE APPRAISERS-POOL"

## RFQ No. 2011-003-01-05-SMA

# EXHIBIT "B"

EVALUATION CRITERIA
REAL ESTATE APPRAISERS POOL
RFQ No. 2011-003-01-05-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. RESPONSIVENESS** **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

**2. FIRM CAPABILITIES** **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

**3. STAFFING** **(15) POINTS**

A. Required discipline skills
B. Key personnel
C. Qualifications of personnel

**4. EQUAL OPPORTUNITY EMPLOYER** **(05) POINTS**

**5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** **(05) POINTS**

**GRAND TOTAL** **100 Points**

| Selection Criteria | Points | Score |
|---|---|---|
| 1. **RESPONSIVENESS** ----- (30 pts) | | |
| ➢ Requested information | 5 | |
| ➢ Thoroughness | 5 | |
| ➢ Understanding of Project | 5 | |
| ➢ List of references provided | 5 | |
| ➢ Clarity-Brevity | 5 | |
| ➢ Degree if Interest | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| 2. **FIRM CAPABILITIES** ---- (45 pts) | | |
| ➢ Background | 5 | |
| ➢ Relevant experience | 5 | |
| ➢ Experience with similar projects | 5 | |
| ➢ Knowledge of area | 5 | |
| ➢ Timeliness of schedule | 5 | |
| ➢ Quality services previously provided to Hidalgo County | 5 | |
| ➢ Current workload | 5 | |
| ➢ Ability to commence various re-quested projects simultaneously | 5 | |
| ➢ Completion of projects within budgets | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| 3. **STAFFING**-------- (15 pts) | | |
| ➢ Required discipline skills | 5 | |
| ➢ Key personnel | 5 | |
| ➢ Qualification of personnel | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| **4. EQUAL OPPORTUNITY EMPLOYER** ----- (05 pts) | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| **5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** (05 pts) | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| | **Total Score** | |

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

INSURANCE REQUIREMENTS

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

## "REAL ESTATE APPRAISERS-POOL"

## RFQ No. 2011-003-01-05-SMA

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | GENERAL AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ 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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR PACKET

---

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
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 project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONAIRE

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

## "REAL ESTATE APPRAISERS-POOL"

## RFQ No. 2011-003-01-05-SMA

# 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

# EXHIBIT "E"
## PROPOSER'S AFFIDAVIT

## HIDALGO COUNTY
(Including all funding sources, programs, and entities)
## REQUEST FOR QUALIFICATIONS

## "REAL ESTATE APPRAISERS-POOL"

## RFQ No. 2011-003-01-05-SMA

# EXHIBIT "E"
# PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**
**FOR "REAL ESTATE APPRAISERS POOL"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: _____

---

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

_____

Notary Public

My commission expires:_____, 20__

# VENDORS APPLICATION & W-9 FORMS

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

## "REAL ESTATE APPRAISERS- POOL"

## RFQ No. 2011-003-01-05-SMA

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: 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:**

- 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

**Disadvantaged Business (At Least 51% Ownership)**

- 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.:** _____

Revised12/14/06

## 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. November 2005)
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, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

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 Line 1 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**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | |

**or**

**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. person (including a U.S. resident alien).

**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 ►

## 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

## 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" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**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" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.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.** Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**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 single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. 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 |

[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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal 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 regarding partnerships* on page 1.

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# CERTIFICATION REGARDING DEBARMENT

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

## "REAL ESTATE APPRAISERS- POOL"

## RFQ No. 2011-003-01-05-SMA

**Certification**
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

# ATTACHMENT "A"

**DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS**

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

# "REAL ESTATE APPRAISERS- POOL"

## RFQ No. 2011-003-01-05-SMA

# HIDALGO COUNTY PURCHASING DEPARTMENT
# ATTACHEMENT "A"
## DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

| PROJECT IN PROCESS | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| Item # | Document Required for Payment | | New Building | Building Renovations | Road Projects |
| 1 | Application & Certificate of Payment | Contractor/Architect | X | X | X |
| 2 | Schedule of Values | Contractor | X | X | X |
| 3 | List of Supplier and Sub-Contractors (as applicable) | Contractor | X | X | X |
| 4 | Partial Waiver of Liens (Sub-Contractors/Suppliers) | Contractor | X | X | |
| 5 | Progress Report of Project | Engineer | X | X | X |
| 6 | Copies of Permits (Building/Plumbing/Mechanical, etc) | Contractor | X | X | |
| 7 | Certificate of Liability Insurance | Contractor | X | X | X |

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

| PROJECT IN PROCESS | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| Item # | Document Required for Payment | | New Building | Building Renovations | Road Projects |
| 8 | Punch List | Architect | X | X | |
| 9 | Certificate of Partial Substantial Completion | Architect | X | X | X |
| 10 | Consent of Sureties* | Bonding Agent | X | X | X |
| 11 | Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion) | Bonding Agent | X | X | X |

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

| PROJECT IN PROCESS | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| Item # | Document Required for Payment | | New Building | Building Renovations | Road Projects |
| 12 | Certificate of Construction Completion | Architect | X | X | X |
| 13 | General Contractor Warranty | Contractor | X | X | X |
| 14 | Certificate of Occupancy | Architect | X | X | |
| 15 | *Contractor's Affidavits of Release of Liens | Bonding Agent | X | X | X |
| 16 | *Contractor's Affidavit of Payment of Debts and Claims | Bonding Agent | X | X | X |
| 17 | *Consent of Surety Company of Final Payment | Architect | X | X | X |
| 18 | Final Blue Prints | Architect | X | X | X |
| 19 | Manufacturer Warranties | Contractor | X | X | |

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

# ATTACHMENT "B"
## PROCUREMENT FORM

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

## "REAL ESTATE APPRAISERS- POOL"

## RFQ No. 2011-003-01-05-SMA

# ATTACHMENT "B"
## PROCUREMENT FORM
## HIDALGO COUNTY
## REAL ESTATE APPRAISERS- POOL
## RFQ NO: 2011-003-01-05-SMA

| | |
|---|---|
| Name and Address of Firm: | _____<br>_____<br>_____ |
| Principals of Firm and Titles: | _____<br>_____<br>_____ |
| Architect's Registration No.: | _____ |

Area of Specialization:

| | | | |
|---|---|---|---|
| | Design and Construction of Multi-Level Parking Structures | | Design for New Construction |
| | Pre-Design Services | | Design for Alterations/Renovations |
| | Space Planning | | Interior Design |
| | Needs Assessment | | Programming |
| | ADA Compliance | | Forensic Studies |
| | Code Analysis | | Cost Estimating |
| | Master Planning | | |

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

# EXHIBIT “A”

## SERVICES TO BE PROVIDED BY APPRAISER

# HLH APPRAISAL SERVICES

## Specializing in Appraisal Review of Road and Drainage Projects

July 18, 2011

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administrative Building
Edinburg, TX. 78539

**RE: "Review of Appraisal Services for: "Projects in General located within Hidalgo County Precinct No. 4 (on an as needed basis)"**

Dear Ms. Saenz:

This letter is in reference to your request of July 8, 2011 requesting my Scope of Services, Proposed Rate/Fee Schedule and Current Insurance Certificates to begin the negotiation process for a "Professional Services Agreement" in connection to **"Review of Appraisal Services for : "Projects in General located within Hidalgo County Precinct No. 4 (on an as needed basis)"**

The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on projects within Hidalgo County Precinct No. 4 on an as needed basis. This is necessary to complete a Professional Services Agreement with Hidalgo County.

More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department.

My fee schedule for this project is $450.00 for each appraisal review report of each parcel. My commitment is to complete all appraisal review reports within the time line requested and specified by Hidalgo County.

My insurance is current as I have the Professional Liability (Errors and Emissions), General Liability, and Commercial Auto in compliance with Hidalgo County requirements. I am in the process of securing the current insurance certificates from the insurance companies and will forward you these certificates when I am receipt of them. Hopefully, this will be accomplished in a couple of days.

Please advise if any additional information is needed. Thank you.

Sincerely,



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

**6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net**

# EXHIBIT “B”
## FEE SCHEDULE

# HLH APPRAISAL SERVICES

## Specializing in Appraisal Review of Road and Drainage Projects

July 18, 2011

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administrative Building
Edinburg, TX. 78539

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Please advise if any additional information is needed. Thank you.

Sincerely,



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

**6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net**

# EXHIBIT "C"
## INSURANCE REQUIREMENTS

AMH
R001

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07-25-2011

THIS CERTIFICATEIS 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 ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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**
STANLEY MCDONALD AGCY IL, INC/PHS
715004 P:(866)467-8730 F:(877)538-8295
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)538-8295
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

**INSURED**
HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES
6107 ABERTON FOREST DR
HOUSTON TX 77084

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Sentinel Ins Co LTD | |
| 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<br>[ ] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] General Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC | X | | 41 SBM ZP3811 | 04/14/2011 | 04/14/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

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

Those usual to the Insured's Operations. County of Hidalgo are listed as additional insured. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/11

**PRODUCER**

The Pisani Agency
8588 HWY 6 N
Houston, TX 77095
(281) 855-7115

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE** | **NAIC #**

**INSURED**

HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES
6107 ABERTON FOREST DR
HOUSTON, TX 77084

INSURER A: ALLSTATE INSURANCE COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:

**COVERAGES**

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☒ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | 048963714 BAP | 04/16/2010 | 04/16/2011 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 500,000<br>$<br>$<br>$ |
| | | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | **EXCESS/UMBRELLA LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$<br>$ |
| | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| | | **OTHER** | | | | | |

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

2010 FORD F150
1FTEW1C87AFD03660
County of Hildago shall be named as additional insured.

**CERTIFICATE HOLDER** ✘

Hildago County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

**CANCELLATION**

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


**© ACORD CORPORATION 1988**

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

OP ID: SW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/25/11

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<br>Stanley McDonald Agency IL Inc<br>2018 State Road P.O. Box 1446<br>La Crosse, WI 54602-1446<br>David R. Mc Donald<br>608-788-6160<br>608-788-7012 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: HEERHA1 |
| INSURED<br>Mr. Harvey L Heerssen<br>dba HLH Appraisal Services<br>6107 Aberton Forest Drive<br>Houston, TX 77084 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : United National Insurance Co.<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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 | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DEDUCTIBLE | | | | | | | $ |
| | 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 | Prof Liability | | | ROW0000067 | 04/14/11 | 04/14/12 | Each Clm | 1,000,000 |
| | Claims Made | | | RETRO DATE: 4/14/2010 | | | Aggregate | 1,000,000 |

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

**Professional Services Definition: Right of Way services including property identification, negotiation, acquisition and real estate appraisals, appraisals under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and related state regulations, relocation and property/project management and appraisal review**

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**AFFIDAVIT & INDEMNITY AGREEMENT**

Date: July 26, 2011

Affiant: Harvey L. Heerssen

Affiant on oath swears that the following statements are true and are within the personal Knowledge of Affiant.

Affiant Harvey L. Heerssen is a sole proprietor doing business as

HLH Appraisal Services with Hidalgo County. Affiant will provide service for all of Hidalgo County.

Affiant further states that he has no employees and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not

Harvey L. Heerssen

Printed Name of Affiant: Harvey L. Heerssen

SWORN AND SUBSRIBED TO UNDER OATH BEFORE ON July 26, 2011

Notary Public, State of Texas

ROBIN SLAYTON GRAHAM
Notary Public, State of Texas
My Commission Expires
April 25, 2015

**AI-27699** **21. D. 1.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Agapito vargas **Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Department:** COLONIA ACCESS PROGRAM

**CAPTION**

Requesting acceptance and approval of:
a. Application for Payment No. 3 (Retainage Release) in the amount of $20,218.84;

b. “Certificate of Construction Completion” reflecting the completion date of April 20, 2011;from OG Construction Co., LLC for Mesquite Acres Subdivision as reviewed and submitted by project engineer DOS Logistics Inc. (C-CAP-10-309-09-21).

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 1 **ACCT. #:**

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

**BUDGETARY IMPACT:**

1-1312-206-00-000-017-0-000 RTNGE PAYBLE-OG CONT-PCT2-MESQUITE ACRES available $18,637.77
1-1200-206-00-122-019-0-000 RETAINAGE PAYABLE-OG CONS-PCT2 MESQUITE available is $1,581.07
Total Available - $20,218.84

Reference P.O.#652309

**Attachments**

Certificate of Construction Completion Mesquite Acres Subdivision

Application for Payment No.3 Retainage Release Mesquite Acres

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Islas | Yvette Islas | 07/25/2011 04:37 PM |
| Budget & Management | Merlen P. Munoz | 07/25/2011 04:53 PM |
| Roland Garcia | Rolando Garcia | 07/28/2011 01:29 PM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:36 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Marcie Jackson Started On: 07/25/2011 03:52 PM

Final Approval Date: 07/29/2011

# CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 20 DAY OF April 2011, A FINAL INSPECTION was made of the project herein described:

## CONTRACT

DATE: September 9, 2010
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: O.G. Construction Co. LLC OF THE CITY OF Edinburg STATE OF Texas

## PROJECT DESCRIPTION

CONSTRUCTION OF Mesquite Acres Subdivision

CONTRACT-NO.: C-CAP-10-309-09-21 located in or near the City/Pct. of San Juan,Texas/ Pct. 2

**THIS IS TO CERTIFY:**

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

| | |
|---|---|
| Amount of Original Contract | $194,154.00 |
| Present Amount of Contract | $202,188.41 |
| Total Amount of earned to date | $202,188.41 |
| Less: previous payments | $181,969.57 |
| Balance | $ 20,218.84 |
| Authorized deductions | $ 00.000.00 |
| AMOUNT OF FINAL PAYMENT | $ 20,218.84 |

6. That the final payment in the amount of $ Twenty thousand two hundred eighteen dollars and eighty four cents ($ 20,218.84) is now due and payable.

Engineer's Signature
Hugo Gonzalez

**CONCURRED BY:**

CONTRACTOR'S NAME

BY: Omar F. Garcia

TITLE: Managing Member

**CONCURRED BY:**

Hidalgo County

# APPLICATION FOR PAYMENT NO.3 RETAINAGE RELEASE

To: Hidalgo County (OWNER)
From: OG Construction Co. LLC (CONTRACTOR)
Contract: C-CAP-10-309-09-21
Project: Road and Drainage Construction for Mesquite Acres Subdivision
OWNER's Contract No. C-CAP-10-309-09-21 ENGINEER's Project No.
For Work accomplished through the date of: 24-May-2011

| | | |
|---|---|---|
| 1. Original Contract Price: | | $ 194,154.00 |
| 2. Net change by Change Orders and Written Agreements (+ or -): | | $ 8,034.41 |
| 3. Current Contract Price (1 plus 2): | | $ 202,188.41 |
| 4. Total completed and stored to date: | | $ 202,188.41 |
| 5. Retainage (per Agreement): | | |
| 10% of completed Work: | $ - | |
| % of stored material: | $ - | |
| Total Retainage: | | $ - |
| 6. Total completed and stored to date less retainage (4 minus 5): | | $ 181,969.57 |
| 7. Less previous Application for Payments: | | $ 181,969.57 |
| 8. Balance to Finish: | | $ - |
| 9. AMOUNT DUE THIS APPLICATION (6 MINUS 7): | | $ 20,218.84 |

P.O. 7.26.2011

REQ# 188996 P.O.#652309
1-1200-206-00-122-019-0-000 =$1,581.07
MESQUITE ACRES SUBDIVISION

REQ# 188996 P.O.#652309
1-1312-206-00-000-017-0-000 =$18,637.77
MESQUITE ACRES SUBDIVISION

Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RET. RELEASE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 24-May-11 OG Construction Co. LLC
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 20th day of July 2011
Ernestina Cantu
Notary Public
My Commission expires: 4-22-14

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 24-May-11 DOS LOGISTICS INC.
ENGINEER
By: Hugo Gonzalez

Ernestina Cantu
Notary Public,
State of Texas
Comm. Exp. 04-22-14

INVOICE RECEIVED BY: ON 7/20/11
GOODS/SERVICES RECEIVED BY: ON 7/20/11

| | |
|---|---|
| OG Construction Co. LLC | Contractor Name |
| February 17, 2011 | Starting Date |
| April 17, 2011 | Project Ending Date |
| 10% | Retainage Percent |

| | |
|---|---|
| Application No: | 3 Retainage Release |
| Application Date: | May 24, 2011 |
| Period To: | May 24, 2011 |
| Engineer Firm: | Dos Logistics, Inc. |

Summary

| CSJ# | PROJECT NAME | Original Schedule Value | Revised Schedule Value | Payment Application No.1 | Payment Application No.2 | Payment Application No.3 | Total To Date | Balance To Finish | Retainage | Net | Payment To Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3C1080460 | Mesquite Acres | $ 194,154.00 | $ 202,188.41 | $ 94,125.00 | $ 108,063.41 | $ - | $ 202,188.41 | $ - | $ 20,218.84 | $ 181,969.57 | $ 181,969.57 | $ 20,218.84 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | $ 194,154.00 | $ 202,188.41 | $ 94,125.00 | $ 108,063.41 | $ - | $ 202,188.41 | $ - | $ 20,218.84 | $ 181,969.57 | $ 181,969.57 | $ 20,218.84 |

**DOS LOGISTICS INC.**



OG Construction Co LLC — Contractor Name
2/17/2011 — Starting Date
4/17/2011 — Project Ending Date
Mesquite Acres Subdivision — Engineer's / County Project Description

Application No.: Retainage Release
Application Date: 3/28/2011
Period To: 5/24/2011
Engineer's / County Project No.: 0

| No. | Item Code | Description | Unit | Original Schedule Value: Original Rates | Original Schedule Value: Quan | Original Schedule Value: Dollars | Revised Schedule Value: Revised Rates | Revised Schedule Value: Quan | Revised Schedule Value: Dollars | Application #1: Monthly Quan | Application #1: QTY to Date | Application #1: Item Cost (Monthly) | Final Application: Monthly Quan | Final Application: QTY to Date | Final Application: Item Cost (Monthly) | Total to Date | Balance To Finish: Quan | Balance To Finish: Dollars |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | ROAD | | | | | | | | | | | | | | | | |
| 1 | 110 | Road Excavation | CY | $ 4.00 | 2,704.00 | $ 10,816.00 | $ 4.00 | 2,704.00 | $ 10,816.00 | 2,704.00 | 2,704.00 | $ 10,816.00 | - | 2,704.00 | $ - | $ 10,816.00 | 0.000 | $ - |
| 2 | 164 | Hydromulch (Watering Included) | SY | $ 1.00 | 4,103.00 | $ 4,103.00 | $ 1.00 | 4,103.00 | $ 4,103.00 | - | - | $ - | 4,103.00 | 4,103.00 | $ 4,103.00 | $ 4,103.00 | 0.000 | $ - |
| 3 | 247 | ( New ) Flexbase ( Ty. E. GR4 ) | CY | $ 30.00 | 382.00 | $ 11,460.00 | $ 30.00 | 845.00 | $ 25,350.00 | - | - | $ - | 845.00 | 845.00 | $ 25,350.00 | $ 25,350.00 | 0.000 | $ - |
| 4 | 251 | ( Salvaged ) Flexbase | CY | $ 14.00 | 807.00 | $ 11,298.00 | $ 14.00 | 344.00 | $ 4,816.00 | 320.00 | 320.00 | $ 4,480.00 | 24.00 | 344.00 | $ 336.00 | $ 4,816.00 | 0.000 | $ - |
| 5 | 260 | Lime Treatment ( Mix Exist. & New Base 6" ) | SY | $ 2.00 | 5,352.00 | $ 10,704.00 | $ 2.00 | 5,352.00 | $ 10,704.00 | 4,500.00 | 4,500.00 | $ 9,000.00 | 852.00 | 5,352.00 | $ 1,704.00 | $ 10,704.00 | 0.000 | $ - |
| 6 | 260 | Lime Base ( Ty. A or B ) | Ton | $ 185.00 | 61.00 | $ 11,285.00 | $ 185.00 | 61.00 | $ 11,285.00 | 61.00 | 61.00 | $ 11,285.00 | - | 61.00 | $ - | $ 11,285.00 | 0.000 | $ - |
| 7 | 314 | Emulsified Asphalt ( Prime Coat ) | Gal | $ 5.00 | 905.00 | $ 4,525.00 | $ 5.00 | 905.00 | $ 4,525.00 | - | - | $ - | 905.00 | 905.00 | $ 4,525.00 | $ 4,525.00 | 0.000 | $ - |
| 8 | 340 | Dense Grade Hot Mix ( Asphalt Ty. D ) | Ton | $ 89.00 | 387.00 | $ 34,443.00 | $ 89.00 | 387.00 | $ 34,443.00 | - | - | $ - | 387.00 | 387.00 | $ 34,443.00 | $ 34,443.00 | 0.000 | $ - |
| 9 | 502 | Barricades, Signs, and Traffic Handling | MO | $ 400.00 | 2.00 | $ 800.00 | $ 400.00 | 2.00 | $ 800.00 | 1.00 | 1.00 | $ 400.00 | 1.00 | 2.00 | $ 400.00 | $ 800.00 | 0.000 | $ - |
| 10 | 506 | Temporary Sediment Control Fence | SY | $ 3.00 | 184.00 | $ 552.00 | $ 3.00 | 184.00 | $ 552.00 | 184.00 | 184.00 | $ 552.00 | - | 184.00 | $ - | $ 552.00 | 0.000 | $ - |
| 11 | 506 | Construction Exit ( Removed ) | SY | $ 5.00 | 84.00 | $ 420.00 | $ 5.00 | 84.00 | $ 420.00 | - | - | $ - | 84.00 | 84.00 | $ 420.00 | $ 420.00 | 0.000 | $ - |
| 12 | 506 | Construction Exit ( Installed ) | SY | $ 10.00 | 84.00 | $ 840.00 | $ 10.00 | 84.00 | $ 840.00 | 84.00 | 84.00 | $ 840.00 | - | 84.00 | $ - | $ 840.00 | 0.000 | $ - |
| 13 | 531 | Concrete Sidewalk | SY | $ 50.00 | 5.00 | $ 250.00 | $ 50.00 | 15.33 | $ 766.50 | - | - | $ - | 15.33 | 15.33 | $ 766.50 | $ 766.50 | 0.000 | $ - |
| 14 | 550 | Chainlink Fence ( Install ) w/ Salvage Gate | EA | $ 18.00 | 95.00 | $ 1,710.00 | $ 18.00 | 95.00 | $ 1,710.00 | - | - | $ - | 95.00 | 95.00 | $ 1,710.00 | $ 1,710.00 | 0.000 | $ - |
| 15 | 644 | Small Signs ( New ) | EA | $ 230.00 | 1.00 | $ 230.00 | $ 230.00 | 1.00 | $ 230.00 | - | - | $ - | 1.00 | 1.00 | $ 230.00 | $ 230.00 | 0.000 | $ - |
| 16 | 644 | Small Signs ( Remove & Relocate ) | EA | $ 50.00 | 8.00 | $ 400.00 | $ 50.00 | 8.00 | $ 400.00 | | - | $ - | 8.00 | 8.00 | $ 400.00 | $ 400.00 | 0.000 | $ - |
| | | TOTAL ROADWAY | | | | $ 103,630.00 | | | $ 111,760.50 | | | $ 37,373.00 | | | $ 74,397.50 | $ 111,760.50 | | $ - |
| | | DRAINAGE | | | | | | | | | | | | | | | | |
| 17 | 402 | Trench Excavation Protection | LF | $ 2.00 | 969.00 | $ 1,938.00 | $ 2.00 | 969.00 | $ 1,938.00 | 969.00 | 969.00 | $ 1,938.00 | - | 969.00 | $ - | $ 1,938.00 | 0.000 | $ - |
| 18 | 432 | Rip-Rap ( Concrete 6" ) | CY | $ 142.00 | 6.00 | $ 852.00 | $ 142.00 | 5.00 | $ 710.00 | 5.00 | 5.00 | $ 710.00 | - | 5.00 | $ - | $ 710.00 | 0.000 | $ - |
| 19 | 464 | RC Pipe ( CL III ) ( 18" ) w/ Rubber Gasket | LF | $ 29.00 | 64.00 | $ 1,856.00 | $ 29.00 | 64.00 | $ 1,856.00 | 64.00 | 64.00 | $ 1,856.00 | - | 64.00 | $ - | $ 1,856.00 | 0.000 | $ - |
| 20 | 464 | RC Pipe ( CL III ) ( 24" ) w/ Rubber Gasket | LF | $ 31.00 | 356.00 | $ 11,036.00 | $ 31.00 | 356.00 | $ 11,036.00 | 356.00 | 356.00 | $ 11,036.00 | - | 356.00 | $ - | $ 11,036.00 | 0.000 | $ - |
| 21 | 464 | RC Pipe ( CL III ) ( 30" ) w/ Rubber Gasket | LF | $ 37.00 | 696.00 | $ 25,752.00 | $ 37.00 | 696.00 | $ 25,752.00 | 696.00 | 696.00 | $ 25,752.00 | - | 696.00 | $ - | $ 25,752.00 | 0.000 | $ - |
| 22 | 465 | Inlet ( Compl ) ( Ty. A ) | EA | $ 2,020.00 | 3.00 | $ 6,060.00 | $ 2,020.00 | 3.00 | $ 6,060.00 | 3.00 | 3.00 | $ 6,060.00 | - | 3.00 | $ - | $ 6,060.00 | 0.000 | $ - |
| 23 | 465 | Inlet ( Compl ) ( Ty. A-1 ) | EA | $ 2,400.00 | 1.00 | $ 2,400.00 | $ 2,400.00 | 1.00 | $ 2,400.00 | 1.00 | 1.00 | $ 2,400.00 | - | 1.00 | $ - | $ 2,400.00 | 0.000 | $ - |
| 24 | 465 | Inlet Extension ( 5 Ft. ) | EA | $ 1,450.00 | 4.00 | $ 5,800.00 | $ 1,450.00 | 4.00 | $ 5,800.00 | 4.00 | 4.00 | $ 5,800.00 | - | 4.00 | $ - | $ 5,800.00 | 0.000 | $ - |
| 25 | 465 | Manhole ( Compl ) ( Ty. A ) | EA | $ 1,200.00 | 1.00 | $ 1,200.00 | $ 1,200.00 | 1.00 | $ 1,200.00 | 1.00 | 1.00 | $ 1,200.00 | - | 1.00 | $ - | $ 1,200.00 | 0.000 | $ - |
| 26 | 529 | 2' Concrete Curb & Gutter ( Ty. A ) ( Barrier ) | LF | $ 7.00 | 2,834.00 | $ 19,838.00 | $ 7.00 | 2,834.00 | $ 19,838.00 | | - | $ - | 2,834.00 | 2,834.00 | $ 19,838.00 | $ 19,838.00 | 0.000 | $ - |
| 27 | 529 | 6' Concrete Valley Gutter | LF | $ 28.00 | 86.00 | $ 2,408.00 | $ 28.00 | 86.00 | $ 2,408.00 | | - | $ - | 86.00 | 86.00 | $ 2,408.00 | $ 2,408.00 | 0.000 | $ - |
| 28 | 530 | Driveway ( Concrete ) ( 4 In. ) | SY | $ 27.00 | 213.00 | $ 5,751.00 | $ 27.00 | 222.33 | $ 6,002.91 | | - | $ - | 222.33 | 222.33 | $ 6,002.91 | $ 6,002.91 | 0.000 | $ - |
| 29 | 530 | Driveway ( ACP ) ( Ty. PRB-1 ) ) | SY | $ 9.00 | 603.00 | $ 5,427.00 | $ 9.00 | 603.00 | $ 5,427.00 | | - | $ - | 603.00 | 603.00 | $ 5,427.00 | $ 5,427.00 | 0.000 | $ - |
| | | TOTAL DRAINAGE | | | | $ 90,316.00 | | | $ 90,427.91 | | | $ 55,752.00 | | | $ 33,675.91 | $ 89,427.91 | | $ - |
| | | TOTAL BASE AMOUNTS: | | | | $ 194,154.00 | | | $ 202,188.41 | | | $ 94,125.00 | | | $ 108,063.41 | $ 202,188.41 | | $ - |

Prepared and Checked By:

Signature:
Printed Name: Hugo Gonzalez

Date: 5/24/2011

**AI-27666** **21. E. 1.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Agapito Vargas **Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Department:** COLONIA ACCESS PROGRAM

## CAPTION

Requesting acceptance and approval of:
a. Application for Payment No. 2 (Retainage Release) in the amount of $17,946.08;
b. “Certificate of Construction Completion” reflecting the completion date of June 08, 2011;
from M. J. A. Construction, LLC for Basham No. 14 Subdivision as reviewed and submitted by project engineer Javier Hinojosa Engineering (C-CAP-10-396-02-22).

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1312-206-00-000-021-0-00(

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

**BUDGETARY IMPACT:**

Available funds for Retainage as of 7/27/11 are $17,946.08. Refer to P.O. #656431.

## Attachments

Application for Payment No.2 Retainage Release Basham Subdivision No.14
Certificate of Construction Completion Basham Subdivision No.14

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Islas | Yvette Islas | 07/25/2011 11:59 AM |
| Budget & Management | Merlen P. Munoz | 07/25/2011 12:58 PM |
| Perla Lopez | Perla Lopez | 07/27/2011 09:54 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 02:36 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Marcie Jackson Started On: 07/21/2011 01:56 PM

Final Approval Date: 07/29/2011

# APPLICATION FOR PAYMENT NO. 2 (RETAINAGE)

To: HIDALGO COUNTY (OWNER)
From: M.J.A. Construction LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR BASHAM SUBDIVISION NO. 14
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR BASHAM SUBDIVISION NO. 14
Owner's Contract No. C-CAP-10-396-02-22 Engineer's Project No. N/A
For Work accomplished through the date of: June 8, 2011

| | |
|---|---|
| 1. Original Contract Price: | $179,460.75 |
| 2. Net change by Change Order No. 1 and Written Agreements(+): | $0.00 |
| 3. Current Contract Price (1 plus 2): | $179,460.75 |
| 4. Total completed and stored to date: | $179,460.75 |
| 5. Retainage (per Agreement): | |
| ____ of completed Work: ____ | |
| ____ of stored material ____ | |
| Total Retainage: | $0.00 |
| 6. Total completed and stored to date less retainage (4 minus 5) | $179,460.75 |
| 7. Less previous Application for Payments: | $161,514.67 |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | $17,946.08 |

**Accompanying Documentation:**

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **Punch List**
5. **Certificate of Construction Completion**
6. **Contractor's Affidavit of Release of Liens**
7. **Contractor's Affidavit of Payments of Debts and Claims**

REQ# 193811 P.O.# 656431
1-1312-206-00-000-021-0-000→$17,946.08
BASHAM SUBDIVISION NO.14

**CONTRACTOR'S Certification:**
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 7-20-2011

M.J.A. CONSTRUCTION LLC
(CONTRACTOR)

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 20th day of July, 2011

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2012

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

By: _____
Sonya A. Gonzalez
General Managing Member
3100 Hackberry Ave
MISSION, TEXAS 78574

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 7-20-11

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: Maribel Jaime ON 7/20/11
GOODS/SERVICES RECEIVED BY: Maribel Jaime ON 7/20/11

**Exhibit E-C**

| | |
|---|---|
| M.J.A. Construction, LLC | Contractor Name |
| 04/18/11 | Starting Date |
| 06/08/11 | Project Ending Date |
| 10% | Retainage Percent |

| | |
|---|---|
| Application No: | 2 (RETAINAGE) |
| Application Date: | 06/18/11 |
| Period To: | 4/18/11-06/08/11 |
| Engineer Firm: | JAVIER HINOJOSA ENGINEERING |

**Summary**

| CSJ# | PROJECT NAME | Original Schedule Value | Revised Schedule Value | Payment Application No.1 | Payment Application No.2 | Payment Application No.3 | Total To Date | Balance To Finish | Retainage | Net | Payment To Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3C1080079 | BASHAM NO.14 | $ 179,460.75 | $ - | $ 179,460.75 | | $ - | $ 179,460.75 | $ - | $ 17,946.08 | $ 161,514.67 | $ 161,514.67 | $ 17,946.08 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | $ 179,460.75 | $ - | $ 179,460.75 | $ - | $ - | $ 179,460.75 | $ - | $ 17,946.08 | $ 161,514.67 | $ 161,514.67 | $ 17,946.08 |

| | | | |
|---|---|---|---|
| M.J.A. Construction | Contractor Name | Application No.: | 2 (RETAINAGE) |
| 4/18/2011 | Starting Date | Application Date: | 7/19/2011 |
| 6/8/2011 | Project Ending Date | Period To: | 4/18/11 - 6/08/11 |
| ROAD & DRAINAGE - BASHAM SUBDIVISION NO. 14 | Engineer's / County Project Description | Engineer's / County Project No.: | C-CAP-10-396-02-22 |

| | | | | | Original Schedule Value | | | Revised Schedule Value | | First Month | | | Second Month | | | Third Month | | | | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Item Code | Description | Unit | Original Rates | Quan | Dollars | Revised Rates | Quan | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Total to Date | Quan | Dollars |
| | | **ROADWAY** | | | | | | | | | | | | | | | | | | | |
| | | **BASHAM SUBDIVISION NO. 14** | | | | | | | | | | | | | | | | | | | |
| 1 | 100 | Preparig ROW | STA | $ 500.00 | 21.96 | $ 10,980.00 | $ - | 0.00 | $ - | 21.96 | 21.96 | $ 10,980.00 | | 21.96 | $ - | | | $ - | $ 10,980.00 | 0 | $ - |
| 2 | 247 | 8" FLEX BASE (Compl in Place) | SY | $ 6.00 | 6831.00 | $ 40,986.00 | $ - | 0.00 | $ - | 6,831.00 | 6831.00 | $ 40,986.00 | | 6831.00 | $ - | | | $ - | $ 40,986.00 | 0 | $ - |
| 3 | 251 | Reworking BS Mtrl. (DC) (TYD CL2) | SY | $ 1.25 | 6831.00 | $ 8,538.75 | $ - | 0.00 | $ - | 6,831.00 | 6831.00 | $ 8,538.75 | | 6831.00 | $ - | | | $ - | $ 8,538.75 | 0 | $ - |
| 4 | 310 | ASPH Matrl. (MC-30) | GAL | $ 4.00 | 1365.00 | $ 5,460.00 | $ - | 0.00 | $ - | 1,365.00 | 1365.00 | $ 5,460.00 | | 1365.00 | $ - | | | $ - | $ 5,460.00 | 0 | $ - |
| 5 | 340 | ASPH Conc. (TY D) ( 1 1/2") | SY | $ 6.00 | 5856.00 | $ 35,136.00 | $ - | 0.00 | $ - | 5,856.00 | 5856.00 | $ 35,136.00 | | 5856.00 | $ - | | | $ - | $ 35,136.00 | 0 | $ - |
| 6 | 502 | Barricades, Sign & Traffic Handling | MO | $ 1,000.00 | 4.50 | $ 4,500.00 | $ - | 0.00 | $ - | 4.50 | 4.50 | $ 4,500.00 | | 4.50 | $ - | | | $ - | $ 4,500.00 | 0 | $ - |
| 7 | 530 | Turnouts (ASPH-CONC-PAV) (PB-1) | SY | $ 42.00 | 90.00 | $ 3,780.00 | $ - | 0.00 | $ - | 90.00 | 90.00 | $ 3,780.00 | | 90.00 | $ - | | | $ - | $ 3,780.00 | 0 | $ - |
| 8 | 5249 | Temporary Sediment Control Fence | LF | $ 2.00 | 610.00 | $ 1,220.00 | $ - | 0.00 | $ - | 610.00 | 610.00 | $ 1,220.00 | | 610.00 | $ - | | | $ - | $ 1,220.00 | 0 | $ - |
| 9 | 5249 | Temporary Sediment Control Fence (Remove) | LF | $ 0.50 | 610.00 | $ 305.00 | $ - | 0.00 | $ - | 610.00 | 610.00 | $ 305.00 | | 610.00 | $ - | | | $ - | $ 305.00 | 0 | $ - |
| 10 | | Relocate Mail Boxes | LS | $ 500.00 | 1.00 | $ 500.00 | $ - | 0.00 | $ - | 1.00 | 1.00 | $ 500.00 | | 1.00 | $ - | | | $ - | $ 500.00 | 0.0 | $ - |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **TOTAL ROADWAY** | | | $ | 111,405.75 | | $ | - | | $ | 111,405.75 | | $ | - | | $ | - | $ 111,405.75 | $ | - |
| | | **DRAINAGE** | | | | | | | | | | | | | | | | | | | |
| 11 | 530 | Driveway (ASPH-CONC-PAV) (PB-1) | SY | $ 21.00 | 877.00 | $ 18,417.00 | $ - | 0.00 | $ - | 877.00 | 877.00 | $ 18,417.00 | | 877.0 | $ - | | | $ - | $ 18,417.00 | 0 | $ - |
| 12 | 530 | Driveway (Concrete 3000 PSI) | SY | $ 42.00 | 289.00 | $ 12,138.00 | $ - | 0.00 | $ - | 289.00 | 289.00 | $ 12,138.00 | | 289.0 | $ - | | | $ - | $ 12,138.00 | 0 | $ - |
| 13 | 556 | 15" ADS Culvert Pipe | LF | $ 20.00 | 1320.00 | $ 26,400.00 | $ - | 0.00 | $ - | 1,320.00 | 1320.00 | $ 26,400.00 | | 1,320.0 | $ - | | | $ - | $ 26,400.00 | 0 | $ - |
| 14 | 556 | 18" RCP Culvert Pipe | LF | $ 30.00 | 210.00 | $ 6,300.00 | $ - | 0.00 | $ - | 210.00 | 210.00 | $ 6,300.00 | | 210.0 | $ - | | | $ - | $ 6,300.00 | 0 | $ - |
| 15 | 556 | Safety End Treatment | EA | $ 800.00 | 6.00 | $ 4,800.00 | $ - | 0.00 | $ - | 6.00 | 6.00 | $ 4,800.00 | | 6.0 | $ - | | | $ - | $ 4,800.00 | 0 | $ - |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **Total Drainage BASHAM SUBDIVISION NO. 14** | | | $ | 68,055.00 | | $ | - | | $ | 68,055.00 | | $ | - | | $ | - | $ 68,055.00 | $ | - |

**Grand Total for Basham Subdivision No. 14** $ 179,460.75

**APPROVED BY:** Javier Hinojosa P.E. (Print Name) — Signature — 7/20/11 (Date)

**Exhibit E-D**

# CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 8TH DAY OF JUNE, 2011 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: February 22, 2011
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: M.J.A. Construction, LLC
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Road and Drainage Construction for Basham Subdivision No. 14

CONTRACT NO: C-CAP-10-396-02-22
Located in or near the City/Precinct Of Hidalgo County Precinct No. 3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

| | |
|---|---|
| Amount of Original Contract | $179,460.75 |
| Present Amount of Contract | $179,460.75 |
| Total Amount of earned to Date | $179,460.75 |
| Less: previous payments | $161,514.67 |
| Balance | $ 17,946.08 |
| Authorized deductions | $ 0.00 |
| AMOUNTY OF FINAL PAYMENT | $ 17,946.08 |

6. That the final payment in the amount of Seventeen Thousand Nine Hundred Forty Six Dollars and Eight Cent ($17,946.08) is now due and payable.

Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

**CONCURRED BY:**

M.J.A. Construction, LLC

By: Sonya A. Gonzalez

Title: General Managing Member

**CONCURRED BY:**

Hidalgo County Judge

By: Ramon Garcia

Title: County Judge

**AI-27697** **22. D.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

**CAPTION**

C-1204-10-C; Javier Carreon v. Hidalgo County

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/25/2011 03:37 PM |
| Auditor's Office | Arcilia Duran | 07/26/2011 10:22 AM |
| Purchasing Department | Nielda Cavazos | 07/27/2011 09:58 AM |

Form Started By: Monica Badillo Started On: 07/25/2011 03:33 PM

Final Approval Date: 07/27/2011

**AI-27700** **22. E.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

**CAPTION**

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

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/25/2011 04:54 PM |
| Auditor's Office | Arcilia Duran | 07/26/2011 10:22 AM |
| Purchasing Department | Nielda Cavazos | 07/27/2011 09:58 AM |

Form Started By: Monica Badillo Started On: 07/25/2011 04:21 PM

Final Approval Date: 07/27/2011

**AI-27742** **22. F.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Austin Boggus

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 11:16 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:29 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/27/2011 11:09 AM

Final Approval Date: 07/29/2011

**AI-27744** **22. G.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Michael D. Quesada

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 11:16 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:30 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/27/2011 11:14 AM

Final Approval Date: 07/29/2011

**AI-27792** **22. H.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Guadalupe Garza

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:32 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:30 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/28/2011 08:18 AM

Final Approval Date: 07/29/2011

**AI-27794** **22. I.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Jose Herrera

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:33 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:30 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/28/2011 08:23 AM

Final Approval Date: 07/29/2011

**AI-27796** **22. J.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Yolanda Regino

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:33 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:30 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/28/2011 08:25 AM

Final Approval Date: 07/29/2011

**AI-27698** **23. D.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

**CAPTION**

C-1204-10-C; Javier Carreon v. Hidalgo County

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/25/2011 03:37 PM |
| Auditor's Office | Arcilia Duran | 07/26/2011 10:22 AM |
| Purchasing Department | Nielda Cavazos | 07/27/2011 09:58 AM |

Form Started By: Monica Badillo Started On: 07/25/2011 03:34 PM

Final Approval Date: 07/27/2011

**AI-27701** **23. E.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

**CAPTION**

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

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/25/2011 04:54 PM |
| Auditor's Office | Arcilia Duran | 07/26/2011 10:24 AM |
| Purchasing Department | Nielda Cavazos | 07/27/2011 09:58 AM |

Form Started By: Monica Badillo Started On: 07/25/2011 04:22 PM

Final Approval Date: 07/27/2011

**AI-27743** **23. F.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Austin Boggus

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 11:16 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:30 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/27/2011 11:11 AM

Final Approval Date: 07/29/2011

**AI-27745** **23. G.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Michael D. Quesada

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 11:48 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:30 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/27/2011 11:15 AM

Final Approval Date: 07/29/2011

**AI-27793** **23. H.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Guadalupe Garza

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:32 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:30 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/28/2011 08:21 AM

Final Approval Date: 07/29/2011

**AI-27795** **23. I.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Jose Herrera

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:33 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:30 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/28/2011 08:24 AM

Final Approval Date: 07/29/2011

**AI-27797** **23. J.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

**CAPTION**

Claim of Yolanda Regino

**BACKGROUND**

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/28/2011 08:33 AM |
| Auditor's Office | Arcilia Duran | 07/29/2011 11:31 AM |
| Purchasing Department | Marty Salazar | 07/29/2011 11:37 AM |

Form Started By: Aida Alvarez Started On: 07/28/2011 08:27 AM

Final Approval Date: 07/29/2011

| | |
|---|---|
| **To:** | Monica Badillo |
| **Date:** | Wednesday, July 27, 2011 12:57:15 PM |
| **Attachments:** | Rural Emergency Services Contract 2011 proposed rev.docx |

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**From:** "Chief Deputy Wesley Bradley" <wesley.bradley@co.hidalgo.tx.us>
**Date:** Wed, 27 Jul 2011 12:49:03 -0500
**To:** <valde.guerra@co.hidalgo.tx.us>
**Subject:** Final Contract for Court

Sir, attached is the Final done contract as cleared to proceed by Mr. Crain.

*Wesley D. Bradley*
Chief Deputy Fire Marshal
Hidalgo County Fire Marshal's Office
1615 South Closner Ste. H
Edinburg TX. 78572
(956) 318-2656 Phone Ext # 5906
(956) 318-2697 Fax
(956) 289-3857 Work Cell