AI-28498 **6.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment of Judge to the Office of County Court at Law #7

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	09/09/2011 10:09 AM
Sylvia Solis	Sylvia Solis	09/09/2011 01:36 PM
Budget & Management	Merlen P. Munoz	09/09/2011 10:09 AM
Sylvia Solis	Sylvia Solis	09/09/2011 01:36 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 09/09/2011 09:44 AM

AI-28437 **7. B.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Allstate Insurance Company in the amount of $931.21 to settle auto accident with County vehicle. (HIDTA)

BACKGROUND

DOL: 07/26/11

Acct #:1-1291-331-10-270-003-1-000

Attachments

Allstate Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 01:55 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Aida Alvarez Started On: 09/07/2011 01:31 PM

Final Approval Date: 09/08/2011

Allstate Insurance Company - Claims Payment Processing
P.O. Box 650048 , Dallas, TX 75265

Allstate
You're in good hands.

HIDALGO COUNTY
PO BOX 1356
EDINBURG TX 78540-1356

08/29/2011

HIDALGO COUNTY,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF $931.21 FOR YOUR LOSS ON 7/26/2011.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0214237067
DATE OF LOSS: 07/26/2011
INSURED: DANIEL FLORES

In payment for Property Damage Liability for Date of Loss 7/26/2011.

ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY
1-800-255-7828

3-2055SW

00000201108290002592CT01001001000310

INSURED: DANIEL FLORES
CLAIMANT: HILDALGO COUNTY SHERIFFS DEPARTMENT
IN PAYMENT OF: LOSS ON 7/26/2011.

POLICY NUMBER	CLAIM NUMBER	
516639509	0214237067	
TAX ID	DESK LOC	EMPLOYEE ID
	MFS	DWH3
Bank of America NA Atlanta,Dekalb Cty,Georgia	Bank of America Customer Connection	

64-1278
611

PAY: NINE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-ONE CENTS

931.21

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	8280	08/29/2011

110728272

TO THE ORDER OF
HIDALGO COUNTY
PO BOX 1356
EDINBURG TX 78540-1356

COMPANY NAME
ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY

Catherine S Bruce
Samuel H. Pilch

AUTHORIZED SIGNATURES

SECURITY FEATURES INCLUDED; SEE DETAILS ON BACK

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

⑈110728272⑈ ⑆061112788⑆ 329 911 9562⑈

AI-28435 **7. C.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from State Farm Insurance Company in the amount of $588.60 to settle auto accident with County vehicle. (Sheriff's Office)

BACKGROUND

DOL: 06/15/11

Acct #: 1-1100-360-00-000-005-0-000

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 01:21 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Aida Alvarez Started On: 09/07/2011 01:09 PM

Final Approval Date: 09/08/2011

PAYMENT NO 1 25 045904 J
PAYMENT AMOUNT $588.60
ISSUE DATE 08-20-2011
AUTHORIZED BY MCKENZIE, BEVERLY
PHONE (888) 257-6077

CLAIM NO 53-034W-315
LOSS DATE 06-15-2011
POLICY NO 1318-197-53C
INSURED GERVAIS, RITA

HIDALGO COUNTY SHERIFF'S OFFICE
PO BOX 1356-SAFETY DIVISION
EDINBURG TX 78540

FILE COPY

START DATE 08-20-2011
END DATE 08-20-2011

REMARKS FOR DATE OF LOSS 06/15/2011, YOUR 2008 FORD EXPEDITIONM, XLT 4 DR

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	HIDALGO COUNTY SHERIFF'S OFFICE	588.60

RETAIN STUB FOR RECORDS

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

STATE FARM INSURANCE

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
TEXAS
COMPLEX 53 P08PCL347

JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH

1 25 045904 J

ANTI-FRAUD PROTECTION - PATENTS 5,197,765; 5,340,159

DATE 08-20-2011 MM DD YYYY

CLAIM NO 53-034W-315
LOSS DATE 06-15-2011

INSURED GERVAIS, RITA

**********EXACTLY FIVE HUNDRED EIGHTY-EIGHT AND 60/100 DOLLARS $*******588.60

Pay to the Order of: HIDALGO COUNTY SHERIFF'S OFFICE

Edward D Rust Jr
AUTHORIZED SIGNATURE

R O J Smith
AUTHORIZED SIGNATURE

VOID IF GREEN COLORED BACKGROUND IS MISSING

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈ 25 1 70 45 90 4 ⑈ ⑆ 04 4 1 1 5 4 4 3 ⑆ 6 27 1 1 9 20 9 ⑈

530344345

COLLISION MASTERS
2510 WEST EXPRESSWAY 83
MISSION, TX 78572
PHONE:(956)519-8414 FAX:(956)580-2244
"WE DO THE BODY GOOD"

***** PRELIMINARY ESTIMATE *****

05/19/2011 01:15 PM

Owner

Owner: SHERIFF'S DEPT.
Address: 711 EL CIBOLO RD.
City State Zip: Edinburg, TX 78539

Work/Day: (956)383-6024
FAX:

Inspection

Inspection Date: 05/19/2011 01:16 PM
Primary Impact: Right Rear Corner

Inspection Type:
Secondary Impact:

Contact: RAUL GARCIA
Address: 11700 ROOTH RD

City State Zip: Edinburg, TX 78541

Work/Day: (956)380-3368
FAX: (956)380-0833
Cell:

Repairer

Repairer: COLLISION MASTERS INC.
Address: 2510 WEST EXPWY 83- MISSION
11700 N. ROOTH-EDINBURG
City State Zip: MISSION, EDINBURG, TX 78572

Contact: COLLISION MASTERS INC.
Work/Day: (956)519-8414xMISSION
Home/Evening: (956)380-3368xEDINBURG
FAX: (956)580-2244

Vehicle

2008 Ford Expedition XLT 4 DR Wagon
8cyl Gasoline 5.4 3-valv
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: WHITE
Ext. Refinish: Two-Stage

VIN: 1FMFU15588LA58825
Mileage Type: Actual
Code: P8523B
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player
Anti-lock Brakes
Camper/Towing Package
Cruise Control
Fender Flares
Head Airbags
Intermittent Wipers
Leather Steering Wheel
Overhead Console
Power Drivers Seat
Privacy Glass
Rear Window Defroster
Running Boards
Stability Cntrl Suspensn
Tilt Steering Wheel
Traction Control System
Velour/Cloth Seats
Alarm System
Automatic Dimming Mirror
Captain Chairs (2)
Dual Air Conditioning
Floor Mats
Heated Power Mirrors
Keyless Entry Keypad
Lighted Entry System
Power Brakes
Power Steering
Rear Heater
Rear Window Wiper/Washer
Side Airbags
Tachometer
Tinted Glass
Trailer Hitch
Aluminum/Alloy Wheels
Bodyside Cladding
Center Console
Dual Airbags
Fog Lights
Illuminatd Visor Mirrors
Keyless Entry System
MP3 Player
Power Door Locks
Power Windows
Rear Seat Audio Controls
Roof/Luggage Rack
Skid Plates
Theft Deterrent System
Tire Pressure Monitor
Trunk/Cargo Organizer

Damages

53034W315

2008 Ford Expedition XLT 4 DR Wagon
Claim # :

05/19/2011 01:15 PM

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	N	566		Rear Bumper Cover R&I	Additional Labor				1.0*	SM
2	I	566		Cover,Rear Bumper	Repair				8.5*	SM
3	L	566	13	Cover,Rear Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
4	SB	M60		Hazardous Waste Removal	Sublet Repair	$4.00*				SM

4 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Paint Materials					$96.20
Parts & Material Total					$96.20
Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$37.00		9.5	9.5	$351.50
Mech/Elec (ME)	$75.00				
Frame (FR)	$50.00				
Refinish (RF)	$37.00	3.7		3.7	$136.90
Paint Materials	$26.00				
Labor Total				13.2 Hours	$488.40
Sublet Repairs					$4.00
Gross Total					$588.60
Net Total					$588.60

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 78572 Audatex Host

Audatex Estimating 6.0.217 ES 06/29/2011 10:51 AM REL 6.0.217 DT 04/01/2011
Copyright (C) 2009 Audatex North America, Inc.

1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance
E = Replace OEM
OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Rebit
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage
NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

AI-28481 **7. D.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas Cooperative Extension:
Requesting permission for one (1) employee to travel to Austin, Texas on September 13-16, 2011 for Texas Obesity Awareness Week - 2011 Texas Health Champion Award (expenses to be paid by the Dell Center)

BACKGROUND

Attachments

travel req.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/08/2011 01:12 PM
Budget & Management	Merlen P. Munoz	09/08/2011 01:12 PM
Erika Zamora		
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 09/08/2011 11:58 AM

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/31/11
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Barbara C. Storz, CEA-Horticulture

EVENT INFORMATION

TITLE OF EVENT:	Texas Obesity Awareness Week for 2011 Texas Health Champion Award		
EVENT DATE(S) FROM:	09/12/11	TO:	09/16/11
DEPARTURE DATE:	09/13/11	RETURN DATE:	09/13/11
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.
_____ 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
__✓__ 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.
_____ 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)	$-0-	
Subtotal for Object Code 584	$-0-	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	#VALUE!	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
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 comparison 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:

_____ Trip expenses are necessary and will be incurred for official county business
_____ Reasonable efforts to minimize the use of county funds have been explored.
_____ 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.:
Barbara C. Storz	8/31/11	Nora Linda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

__✓__ TRAVEL IS **APPROVED** for the individuals listed below:
Barbara Storz

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
	9-6-11		
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	**DATE:**	**SIGNATURE OF DBM DEPARTMENT HEAD:**	
	9-6-11		

COUNTY AUDITOR'S FORM T 9.1 (01/10)

1-1160-461-00-380-001-0

School of Public Health
Austin Regional Campus
Michael & Susan Dell Center for Healthy Living

Barbara A. Storz, MS
County Coordinator, County Extension Agent- Horticulture (Hidalgo County, TX)
AgriLIFE Extension Service, Texas A&M System
410 N 13th Ave
Edinburg, TX 78541

Dear Barbara,

We are pleased to inform you that you have been selected to receive the 2011 Texas Health Champion Award, presented by the Michael & Susan Dell Center for Healthy Living and Live Smart Texas in conjunction with Texas Obesity Awareness Week! This award is presented annually to an individual and/or organization who has mobilized community efforts to prevent and reduce obesity and promote physical activity and nutritional health through research, practice, policy development, social marketing, behavioral interventions or innovative partnerships. The award committee was impressed by your initiative in developing the Grow'n Growers program and is proud of its success thus far as well as the promising future of the program. Because of your efforts, Hidalgo County will serve as a model of health awareness and education for communities around the state and country.

Texas Obesity Awareness Week was established in the 80th Legislative Session by House Bill 2313 and is designated to occur in the second full week of September each year. The purpose of the week is to raise awareness of the health risks associated with obesity and to encourage Texans to achieve and maintain a healthy lifestyle. The week-long event is hosted by the Michael & Susan Dell Center for Healthy Living, Live Smart Texas and the UT Health School of Public Health Austin Regional Campus. Past Texas Health Champion awardees include Dr. Richard Middleton, the Partnership for a Healthy Texas, Texas Health Institute, The Honorable Patrick Rose, The Honorable Jane Nelson (co-authors of House Bill 2313), The Honorable Robert Nichols (sponsor of House Bill 2313) and Dr. Kenneth Shine, MD, Executive Vice Chancellor for Health Affairs for the UT System. Awards are presented in conjunction with a lecture and reception. Past speakers for the event have included Dr. Bill Klish, MD and Susan Combs, Texas Comptroller.

This year, Texas Obesity Awareness Week will occur from September 12-16. We invite you to attend this event with your colleagues. Please note, you will have 10 minutes to provide an acceptance speech. The Texas Health Champion Event will take place at 1:30 p.m. at the Texas Medical Association located at 401 West 15th Street in Austin, Texas. We would also like to invite you and two of your colleagues to lunch immediately prior to the event. The luncheon will be held at the Clay Pit at 11:30am just prior to the award event. The Clay Pit is at 1601 Guadalupe Street immediately across from the Austin Regional Campus. We will follow up with you via phone to make arrangements for your award and presentation. Your travel expenses to Austin will be paid by the Dell Center and staff will be in touch regarding your travel arrangements and other logistics.

Congratulations on your nomination and selection as this year's 2011 Texas Health Champion, and on your exemplary efforts to reduce the burden of obesity in Texas.

In Health,

Donna Nichols, MSEd, CHES
Faculty Associate

SCHEDULE

10:35 Arrive in Austin via Southwest flight 531

We will provide transportation from the airport- we will be in touch soon to let you know who is picking you up.

11:30 Arrive at The Clay Pit for luncheon

1:00 Walk over to event at Texas Medical Association

1:30 Event begins

2:15 Camille Miller will present your 2011 Texas Health Champion Award

Present ten minute acceptance speech

3:30 Reception in lobby

5:00 Return to airport

A taxi will be provided

7:00 Depart Austin via Southwest flight 3166

Please save any receipts for airport parking, taxi or other expenses (other than food) from your trip and send to:

Cynthia Ochoa
Michael & Susan Dell Center for Healthy Living
1616 Guadalupe, Suite 6.300
Austin, Texas 78701

Nora Cruz

From: Barbara Storz
Sent: Monday, August 22, 2011 12:02 AM
To: Nora Cruz
Subject: RE: Congratulations to Barbara Storz !!!

Nora Linda: I do not need money, but perhaps you can use this notice below to apply for permission to travel. I will take my personal car to the airport and leave it. My travel date is September 13, 2011. We should receive something more official soon. (So far, most of my communication has been on the phone.)
Thanks,
Barbara

From: Doug Welsh
Sent: Monday, August 15, 2011 12:53 PM
To: Allison Watkins; Barbara Storz; Anthony Camerino; Dale Groom; Daphne Richards; David Rodriguez; Greg Church; Janet Laminack; Keith Hansen; Kim Conway; Laura Miller; Michael Potter; Shari Grahmann; Steve Chaney; County Extension Agent Thomas LeRoy (TLeRoy@ag.tamu.edu); County Extension Agent William M Johnson (WJohnson@ag.tamu.edu); Robert Richter; Vincent Mannino; Jennifer Herrera; Charla Anthony; Micah Meyer; Roy Stanford; Ginger Easton-Smith; Al Wagner; Charlie Hall; Doug Welsh; Ed Hellman; Fran Pontasch; Fritz Westover; Jayla Fry; Jim Kamas; Joe Masabni; Juan Anciso; Karin Wallace; Larry Stein (LStein@ag.tamu.edu); Leland S. Pierson; Leslie Gall; Lisa Whittlesey; Marco Palma (MAPalma@tamu.edu); Martin G Anderson (MAnderson@ag.tamu.edu); Michael Timmons; Monte Nesbitt; Penny Adams; Randy Seagraves; Russ Wallace; Steve George; William Welch; Jennifer Jakubik; Ericka Junek; Tammy Landry; Sheri Long; Cynthia Mueller; Dorothy See
Cc: Pete Gibbs; Kyle Smith; Ed Smith; Darrell Dromgoole; Ruben Saldana; Monty Dozier
Subject: Congratulations to Barbara Storz !!!

August 15, 2011

CoHorts,

Barbara Storz has been selected as the 2011 Texas Health Champion Award by the Michael and Susan Dell Center for Healthy Living. One individual and one organization receive this prestigious award each year "who has demonstrated exemplary achievement in reducing the burden and/or raising awareness of the obesity epidemic in Texas."

Barbara's work with targeted audiences in the Rio Grande Valley through gardening, local foods, and youth is recognized as innovative and effective.

I know that you join me in congratulating Barbara for this high recognition for both herself and AgriLife Extension. Barbara will receive the award in September as part of the 4th Annual Texas Obesity Awareness Week (Sept 12-16) activities in Austin.

Doug

Douglas F. Welsh, Ph.D.
Associate Department Head, Professor and Extension Horticulturist
Texas AgriLife Extension Service
Department of Horticultural Sciences
225 Horticulture/Forestry Building
Mail Stop 2134
College Station, TX 77843-2134
979-845-8568

979-845-8906 fax
dougwelsh@tamu.edu

AI-28485 **7. E.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Karina Cardoza **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Presentation by Texas Organ Sharing Alliance regarding the Hidalgo County's "Tree of Hope" Planting Ceremony on Friday, September 16, 2011
2. Presentation by United Blood Services regarding Hidalgo County Employee Blood Drive on Tuesday, September 20, 2011

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/08/2011 01:41 PM
Erika Zamora	Erika Zamora	09/08/2011 02:58 PM
Budget & Management	Merlen P. Munoz	09/08/2011 01:41 PM
Erika Zamora	Erika Zamora	09/08/2011 02:58 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 09/08/2011 01:32 PM

AI-28491 **7. F.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Budget & Mgmt. **Submitted By:** Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Status update regarding Operation Clean Slate.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/08/2011 03:44 PM
Erika Zamora	Erika Zamora	09/08/2011 04:06 PM
Budget & Management	Merlen P. Munoz	09/08/2011 03:44 PM
Erika Zamora	Erika Zamora	09/08/2011 04:06 PM
Auditor's Office		
Purchasing Department		

Form Started By: Olga Garza Started On: 09/08/2011 03:39 PM

AI-28488 **7. G.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request from the Rio Grande Regional Water Authority for a Local Match Pledge in the amount of $18,966.89 to fund an Alternative Regional Water Supply Feasibility Study

BACKGROUND

Total cost is $ 204,000.00. - RGRWA Board has committed to contribute 50% leaving a balance of $ 102,000.00 in local funds needed to leverage this project.

Current contribution request is based on a per capita formula utilizing the latest Texas Stae Data Center Population estimates.

Funding - refer to AI #28494 transfer of funds.

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	09/08/2011 02:13 PM
Budget & Management		
Court Administrator (Originator)		
Budget & Management		
Auditor's Office		
Purchasing Department		
Form Started By: Monica Badillo		Started On: 09/08/2011 02:03 PM

RGRWA
RIO GRANDE REGIONAL WATER AUTHORITY

BOARD OF DIRECTORS

County Appointments

John Brusiak
Cameron County

**Jim Darling, President
Hidalgo County

Ricardo Gutierrez
Starr County

Mike Cabello
Webb County

Frank Torres
Willacy County

Kamon Westerman
Zapata County

Gubernatorial Appointments

**Joe Barrera III, Secretary-Treasurer
Irrigation District

Wayne Halbert
Irrigation District

**Sonia Lambert, Vice-President
Irrigation District

Paul Heller
Irrigation District

Jimmie Steidinger
Irrigation District

Joe A. Pennington
Irrigation District

Frank "Jo Jo" White
Irrigation District

Bobby Sparks
Irrigation District

Sonny Hinojosa
Irrigation District

Brian Macmanus
Water Supply Corporation

D.V. Guerra
Public

Roel "Roy" Rodriguez, P.E.
Municipal

** = Executive Committee

August 31, 2011

Judge Ramon Garcia
Hidalgo County
P.O. Box 1356
Edinburg, TX 78540

RE: Request for Local Match Pledge

Dear Judge Garcia:

On May 9, 2011, the Rio Grande Regional Water Authority (RGRWA), submitted a letter requesting a pledge to match a proposal to the United States Bureau of Reclamation (USBOR) to fund an Alternative Regional Water Supply Feasibility Study. The RGRWA is specifically interested in quantifying groundwater resources and evaluating regional water supply alternatives that include local brackish groundwater desalination, seawater desalination and importation of fresh groundwater from sources outside the regional study area. This is a critically important study as reliable water supply is key to our economic sustainability. A copy of the proposal is attached for your review and consideration. I am pleased to announce that USBOR has approved the RGRWA's proposal.

This funding opportunity requires a fifty percent (50%) match which equates to $204,000. The RGRWA Board of Directors recently committed to contribute one half (1/2) of this amount leaving $102,000. in local funds needed to leverage this project.

The RGRWA is requesting your consideration to provide a match in the amount of $18,966.89 towards this most important effort. This contribution amount was based upon a per capita formula utilizing the latest Texas State Data Center Population estimates. A complete local match schedule and an invoice are attached.

On behalf of the RGRWA Board of Directors, thank you for consideration of this request and please feel free to contact me should there be any questions.

Sincerely,

Kenneth N. Jones, Jr.
Executive Director

Cc: Ms. Yolanda Chapa ✓

Administrative Agent: Lower Rio Grande Valley Development Council, Kenneth N. Jones, Executive Director
301 W. Railroad St. – Weslaco, Texas 78596
Telephone: 956-682-3481 Fax: 956-631-4373

RGRWA
RIO GRANDE REGIONAL WATER AUTHORITY

Invoice # 2011-005

08/31/2011

c/o Lower Rio Grande Valley Development Council
301 W. Railroad St.
Weslaco, TX 78596
956-682-3481

INVOICE

RECEIVED

SEP 06 2011

COUNTY JUDGE

TO: Hidalgo County
Attn: Ms. Yolanda Chapa
P.O. Box 1356
Edinburg, TX 78540

Date	Charges	Total
08/31/2011	Local contribution in support of Bureau of Reclamation Application for funding an Alternative Regional Water Supply Project Feasibility Study	$18,966.89
	Total Due	**$18,966.89**
	Please make check(s) payable to:	
	Lower Rio Grande Valley Development Council	

Local Fund Match for United States Bureau of Reclamation (USBOR)
RGRWA - May, 2011

Entity	Population *	50% of $204,000.	Local Government Match Based on .0873%
Hidalgo County	747,512		
Alamo	19,102	0.0873	$1,667.60
Alton	10,934	0.0873	$954.54
Donna	18,299	0.0873	$1,597.50
Edcouch	4,390	0.0873	$383.25
Edinburg	72,944	0.0873	$6,368.01
Elsa	6,885	0.0873	$601.06
Granjeno	332	0.0873	$28.98
Hidalgo	11,866	0.0873	$1,035.90
La Joya	4,396	0.0873	$383.77
La Villa	1,428	0.0873	$124.66
McAllen	132,204	0.0873	$11,541.41
Mercedes	16,472	0.0873	$1,438.01
Mission	69,584	0.0873	$6,074.68
Palmhurst	6,376	0.0873	$556.62
Palmview	5,652	0.0873	$493.42
Peñitas	2,439	0.0873	$212.92
Pharr	66,813	0.0873	$5,832.77
Progreso	6,138	0.0873	$535.85
Progreso Lakes	277	0.0873	$24.18
San Juan	35,330	0.0873	$3,084.31
Sullivan City	4,770	0.0873	$416.42
Weslaco	33,620	0.0873	$2,935.03
Balance for Hidalgo County	217,261	0.0873	$18,966.89
Cameron County	398,624		
Bayview	434	0.0873	$37.89
Brownsville	176,985	0.0873	$15,450.79
Combes	2,875	0.0873	$250.99
Harlingen	68,675	0.0873	$5,995.33
Indian Lake	605	0.0873	$52.82
La Feria	8,098	0.0873	$706.96
Laguna Vista	4,150	0.0873	$362.30
Los Fresnos	5,804	0.0873	$506.69
Los Indios	1,353	0.0873	$118.12
Palm Valley	1,336	0.0873	$116.63
Port Isabel	5,311	0.0873	$463.65
Primera	4,228	0.0873	$369.10
Rancho Viejo	2,083	0.0873	$181.85
Rio Hondo	2,278	0.0873	$198.87
San Benito	26,255	0.0873	$2,292.06
Santa Rosa	3,197	0.0873	$279.10
South Padre Island	3,177	0.0873	$277.35
Balance of Cameron County	81,780	0.0873	$7,139.39
Willacy County	20,985		
Lyford	2,897	0.0873	$252.91
Raymondville	9,772	0.0873	$853.10
San Perlita	722	0.0873	$63.03
Balance for Willacy County	7,594	0.0873	$662.96
TOTAL	**1,167,121**	**$102,000.00**	**$101,889.66**

* Texas State Data Center

Lower Rio Grande Basin Study

1. Location of Study Area

The basin study area encompasses 122,400 square miles along the U.S./Mexico border and includes the Lower Rio Grande River basin from Fort Quitman, Texas to the Gulf of Mexico. Water supply/demand projections and water management recommendations will focus on eight counties in South Texas area known as Region M (Figure 1).

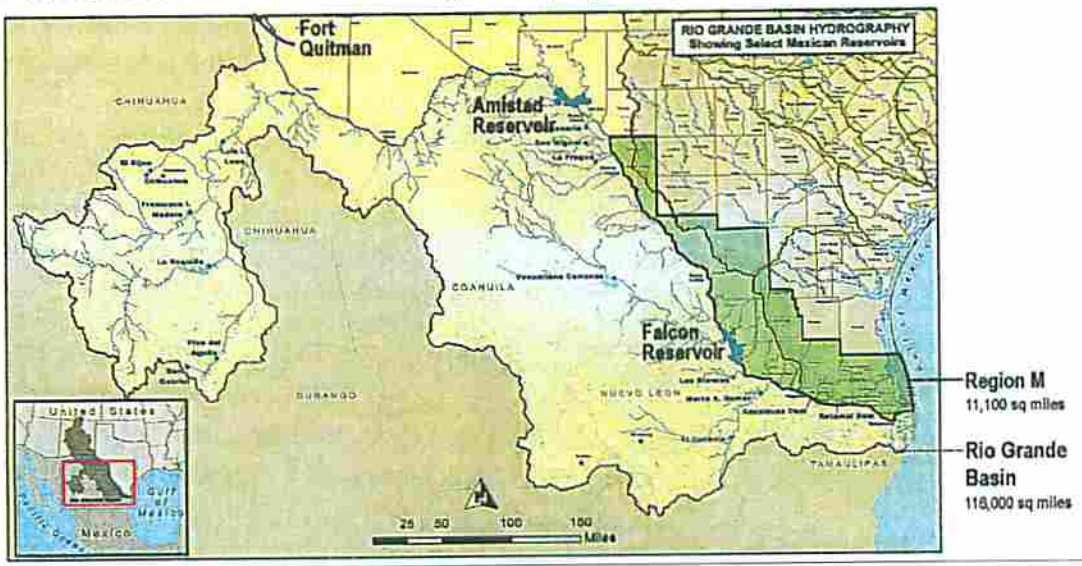

Figure 1: Lower Rio Grande Basin (adapted from IBWC)

2. Total study cost:	Reclamation Share	Non-Federal Share	Total Project Cost
	$ 198,948	$ 213,850	$412,798

3. Cost-share partners contact information:		
	Rio Grande Regional Water Authority (RGRWA) 311 N. 15th Street , McAllen TX 78501-4705	956.682.3481
	Ken Jones, Executive Director	knjones@lrgvdc.org

4. Basin Study partners contact information:

Basin Study Partners are the same as the cost share partners. Additional RGRWA member entities serving as basin study partners are listed in Appendix A.

5. Reclamation contacts:	
Kip Gjerde, Great Plains Regional Planning Officer	gjerde@usbr.gov
Thomas Michalewicz, Special Projects Director – OTAO	tmichalewicz@usbr.gov
Collins Balcombe, Program Coordinator – OTAO	cbalcombe@usbr.gov
Jeff Gerber, Study Manager - OTAO	jgerber@usbr.gov
Subhrendu Gangopadhyay, Technical Lead - TSC	sgangopadhyay@usbr.gov

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ABSTRACT

An **urgent need exists** to reduce dependence on the Rio Grande River and address a current and projected water supply deficit within the Lower Rio Grande Basin, Texas, which is one of the fastest growing and most economically depressed areas in the U.S. The Rio Grande Regional Water Authority (RGRWA) and its member entities, in collaboration with the Texas Region M Planning Group, Bureau of Reclamation (Reclamation), Texas Water Development Board, Texas Commission on Environmental Quality (TCEQ), and International Boundary and Water Commission, is proposing a basin study to **evaluate the impacts of climate variability and change** on water supply imbalances within an **eight county region along the U.S./Mexico border** in south Texas (Cameron, Willacy, Hidalgo, Starr, Zapata, Jim Hogg, Webb and Maverick Counties). This information will build upon existing, well recognized data/models to perform a systems reliability analysis and formulate a range of alternatives to meet short, mid, and long-term planning objectives, particularly during times of drought. Of notable interest are **regional supply options**, including seawater and brackish groundwater desalination, as well as importation of fresh groundwater from sources outside the study area. Alternatives will then be evaluated and compared using screening criteria developed in collaboration with project partners. Results of this analysis will be used to make recommendations on preferred alternatives to meet established planning objectives. Furthermore, the methodology used in this study could serve as a template for other regional planning groups in Texas to follow as they search for ways to develop sustainable water supplies and manage risk associated with a changing climate.

STUDY PROPOSAL SELECTION CRITERIA

1. The extent and consequences of existing or anticipated imbalances in water supply and demand

1.a. Magnitude and frequency of water shortages

The magnitude and frequency of water supply shortages within the study area continues to be severe. According to the Region M Water Plan[1], the population in the eight county region is expected to grow from **1.7 million in 2010 to 4 million in 2060**. This represents a growth rate of 2.8 percent per year, which is seven times faster than the state's average growth rate of 0.4 percent per year.

Over the past hundred years, Texas has experienced severe water shortages/droughts in 1925, 1953-1956, 1971, 1988, 1999-2000, 2008-2009, and 2010-2011.[2] The increasing frequency of shortages, along with complications surrounding the shared international management of the drainage basin, has greatly reduced the dependency of surface water in the Rio Grande River. According the 2010 Region M Water Plan, the current **net water supply shortage totals 368,356 acre feet per year (af/yr)**, resulting in 25 percent of water demands being unmet in 2010. This shortage is expected to reach a staggering **592,084 af/yr by 2060**, which would result in 35 percent of water demands being unmet. Figure 2 provides a summary of supply and demand imbalances from 2010 through 2060. These deficits are expected to be exacerbated by drier conditions, reduced run-off, and increased temperature resulting from climate change.[3]

[1] Rio Grande Regional Water Planning Group (Region M). "2010 Regional Water Supply Plan for the Rio Grande Regional Water Planning Area (Region M)." Lower Rio Grande Valley Development Council and Texas Water Development Board. December 2010.
[2] Rose, B. "Putting the 2008-2009 drought into perspective" Confluence, Texas Water Conservation Association, 2009.
[3] Secure Water Act Section 9503c Reclamation Climate Change and Water, 2011.

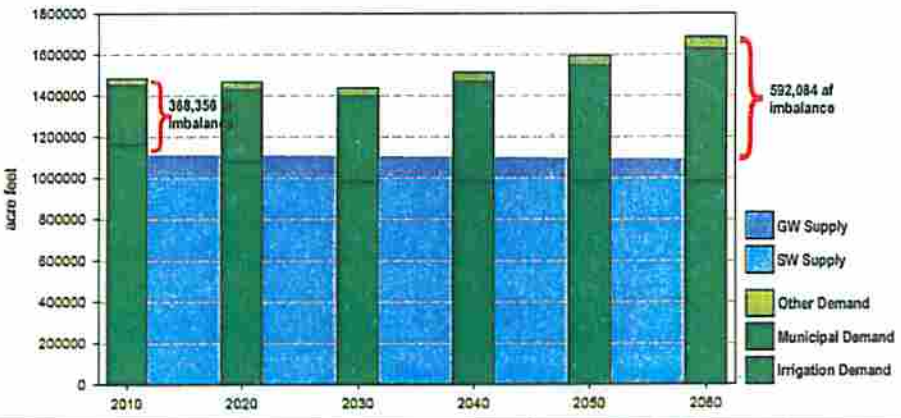


Figure 2: Existing and Projected Water Supplies and Demand in Region M[4]

1.b. Known and projected demands for all types of water uses

Figure 2 above provides a summary of current and projected demands by water use sectors from 2010 to 2060. The two largest uses of water are **irrigation and municipal supply**. Current **irrigation demands total 1,163,634 af/yr**, which account for almost 80 percent of all demands in the region. Current **municipal demands total 288,323 af/yr**, which account for most of the remaining 20 percent of uses. Municipal demands are expected to significantly thwart irrigation demands in the future, with irrigation demands experiencing a 20 percent decline and municipal demands experiencing a 20 percent increase by 2060.

1.c. Nature of imbalances - water quantity and water quality

The water supply in the study area is severely limited in **both quantity and quality**. The extent to which supplies are limited from a quantitative standpoint is discussed above. The extent to which supplies are limited from a quality standpoint are driven primarily by discharges from upstream sources, surface run-off, and seasonal pumping rates in the Rio Grande River. Because the river flows through intensively farmed and urbanized areas, it is subject to a number of water quality challenges. As required under Sections 303(d) and 304(a) of the federal Clean Water Act, the TCEQ identifies impaired water bodies. According to the draft **2010 Texas 303(d) List** (February 5, 2010), the Rio Grande within the study area below both Falcon Dam and Amistad Reservoir has been listed for bacterial contamination. The Lower Rio Grande Valley is actually a delta that gently slopes away from the Rio Grande River, beginning approximately 85 miles upstream of the mouth of the Rio Grande, and fanning out to include approximately 100 miles of the Gulf Coast. The Arroyo-Colorado River watershed is situated within the delta of the Rio Grande, comprising a large portion of the study area along the lower Rio Grande. The Arroyo-Colorado Watershed Partnership, a coalition of public and private organizations and concerned individuals, developed the **Arroyo Colorado Watershed (ACW) Protection Plan**, a comprehensive watershed-based strategy to improve water quality and aquatic and riparian habitat in the Arroyo-Colorado. The ACW Protection Plan is designed to address impairments and concerns identified in the Texas Water Quality Inventory and 303(d) List. The implementation period for Phase I of the ACW Protection Plan is 2006-2015, subject to revision and modification every five years in coordination with revisions made to the Rio Grande (Region M) Regional Water Plan. An evaluation of regional water supply options as part of this basin study would consider watershed protection plans and, to the extent that regional options are

[4] Adapted from Region M Plan

implemented in the future, help **alleviate stressors on the quality** of both the Rio Grande and Arroyo-Colorado river systems.

1.d. Severity of potential consequences for not addressing imbalances in supply and demand

The impacts of not addressing the staggering water supply and demand imbalances, both current and future, in the Lower Rio Grande River basin are severe. The study area is home to 27 **irrigation districts and a multi-million dollar crop and citrus industry** that drives both the local and national economy. The annual value of crops and citrus grown in the study area is estimated at **$50 million and $200 million**, respectively. Texas is the third largest citrus producer and fourth largest sugarcane producer in the U.S., most of which is grown in the study area. Other prominent crops include cotton, sorghum, and corn. Irrigation water rights in the study area are junior to municipal and industrial rights (M&I), and as such are subject to proration during supply shortages. This can have devastating impacts on agricultural uses and the local economy when shortages occur. For instance, the 2009 drought resulted in interrupted water diversions for some irrigation districts with junior water rights, which resulted in a 49 percent loss of acreage and **$19 million in losses** for farmers in parts of the study area[5]. In general, when agricultural shortages occur, costs to the local economy are have been estimated to be about **$135 million and a loss of 4,130 jobs annually**.[6] These adverse economic impacts would have **environmental justice** implications as well. The study area contains a disproportionate number of persons living below the poverty level when compared to the rest of Texas (35.7 percent vs. 15.4 percent). In addition, the median household income in the area is $23,489, well below the state average of $39,927.

The consequences of water supply imbalances extend well beyond adverse impacts on the economy of the region. Imbalances are and will continue to have adverse impacts on the sensitive ecological communities that depend on the Rio Grande River and associated riparian habitat. The **Lower Rio Grande Valley National Wildlife Refuge and Wildlife Corridor**, administered by the U.S. Fish and Wildlife Service and Texas Parks and Wildlife, respectively, cover 91,000 acres in the region, with plans to expand to 132,000 acres. The study area is located within a major confluence of two flyways for migratory birds and waterfowl and is home to the **World Birding Center**, which is a top worldwide destination for bird watching. Furthermore, **sixty-nine rare, threatened, or endangered species** are supported by these protected areas. All of these sensitive resources will be subject to increased stressors in the future as water supplies become more constrained by increased demand and climate change.

2. The extent to which Federal involvement is needed due to the nature and complexity of the issues involved

The issues facing the Lower Rio Grande River basin are extremely complex, ranging from a multi-national to local scale. First, because the study area is shared by both the **U.S. and Mexico**, numerous issues are presented both politically and technically. Flows within the Lower Rio Grande River are dependent upon reservoir operations and run-off emanating from *both* the U.S. and Mexico, which is complicated by issues relating to required reservoir releases pursuant to stipulations set forth in the 1944 U.S.-Mexico Water Treaty. Therefore, **Federal involvement is needed to collaborate with entities from both countries** to collect data necessary for climate variability modeling. Reclamation will solicit assistance on this issue from the International

[5] Santa Ana, R., "Drought losses top $19 million in Lower Rio Grande Valley" AgriLife NEWS, Texas A&M University. November 13, 2009
[6] J. R. C. Robinson et al. / Water Policy 12 (2010) 114–128 Mitigating water shortages in a multiple risk environment

Boundary and Water Commission, and their counterpart agency, la Comisión Internacional de Límites y Aguas, which make up the bi-national commission that manages operations and usage of the shared Rio Grande Reservoir system.

Complex and controversial issues also exist on a more local scale between the M&I and agricultural users. Because the agricultural sector holds about 90 percent of the region's water rights and can account for up to 80 percent of total withdrawals from the river, future M&I demands will need to be met through allowances from the agricultural sector. This increased competition for water recently manifested itself in April 2011 when a Texas Senate committee recommended that lawmakers allow the City of McAllen to dissolve Hidalgo County Water Improvement District 3, one of the 27 irrigation districts in the study area. Climate change will likely exacerbate this competition by making less water available for agricultural uses, thereby placing even more pressure on proposed reallocations from agricultural to M&I uses. This situation provides a **unique opportunity for Federal involvement as a neutral 3rd party** to help evaluate the extent to which climate change could affect the reliability of existing infrastructure, and to formulate, screen, and recommend regional solutions that hopefully garner support from both sectors.

The Government Accountability Office (GAO) completed an evaluation in 2009 on water issues facing rural communities within regions along the entire U.S.-Mexico border, including the study area[7]. The GAO Report focused on whether water and wastewater systems are adequate to meet the needs of economically distressed communities in the border region, namely colonias. According to the GAO Report, Federal efforts to meet drinking water and wastewater needs have been ineffective, in part due to lack of a comprehensive needs assessment in the border region and a lack of coordinated policies and processes between Federal agencies. Based on this information, it is clear that a unique opportunity exists for **Reclamation to do its part in addressing concerns outlined in the GAO Report.** This basin study proposes to (1) engage all Federal agencies that have a nexus to water issues within the study area; (2) perform a system reliability analysis on infrastructure to deliver water to both big and small communities; and (3) conduct an evaluation on regional supply alternatives. The goal is to conduct a basin-wide study on the lower reaches of the Rio Grande River that serves as a template by which other regions along the border can follow. Reclamation alone, with its expertise in climate science and water resources planning and management, is best suited to get involved and facilitate this effort.

Finally, the issue of climate change has been very contentious in Texas, and few entities have taken strides to account for climate variability in their water resources planning efforts. In addition to politics, this is partly due to a lack of understanding about the complex and seemingly disjointed and inaccurate nature of climate variability models and projection data. **Reclamation is a recognized leader in evaluating the climate/water management nexus** and is thus situated to provide unique expertise in this area. Reclamation was a principle contributor on key publications on the climate/water nexus including *Circular 1331 – Climate Change and Water Resources Management: A Federal Perspective (2009)* and *Climate Research Needs for Long-Term Water Resources Planning and Management (2011).* Furthermore, as part of its mandate under Secretarial Order 3289 and Section 9503c of the SECURE Water Act, Reclamation is

[7] United States Government Accountability Office, Rural Water Infrastructure, Report to the Chairman, Committee on Agriculture, House of Representatives, 2009.

undertaking a *West Wide Climate Risk Assessment* initiative and recently published *Reclamation Climate Change and Water 2011*, a report submitted to Congress on the status of climate science and climate change impacts on major river basins across the West, including the Rio Grande. Finally, Reclamation is already applying the latest climate science to several prominent basin studies across the West that include evaluations on the impacts of climate variability and change on water resources management. As a whole, the above activities demonstrate Reclamation's ability to incorporate the **best available science and state of the art tools** into water resource planning activities for climate change adaptation planning and thus provide strong **justification for Federal involvement** on an issue that remains contentious in Texas.

3. **The existence and quality of data and models available and applicable to the proposed study**

The extent and quality of existing data and models in the study area is exceptional. The state of Texas is comprised of **16 regional planning groups**, one for each major river basin, including **Region M** (Rio Grande River). Each planning group is required to submit regional **water plans** to the Texas Water Development Board (TWDB) every five years. The TWDB then roles up each regional plan into a statewide comprehensive water plan. The most recent round of regional water plans were completed in 2010, so **baseline data** considered critical to conducting a basin-wide water management assessment (i.e., population projections, existing versus 2060 supplies/demands by sector, water management strategies, cost estimates, financial capability, etc.) **are all new and based on latest modeling trends as of 2010**. The existence of high quality data is not limited to the U.S. The Region M Plan contains an **abundance of data on the Mexico** drainage area including reservoirs, pool elevations, yield allocations, operations, current inflow/outflow records, etc., all of which will be useful in basin study modeling efforts.

The Texas Commission on Environmental Quality (TCEQ) has created **Water Rights Analysis Package (WRAP) software to develop a Water Availability Model (WAM)** for all Texas basins to help it adjudicate water rights in the state. The Rio Grande WAM, for instance, uses a monthly time-step under the 1940-2000 period of record to make predictions about the availability of river flows for future water rights using a variety of different data sources. The WAM incorporates operational constraints set by international agreements between the U.S. and Mexico, and it includes expected sedimentation and evaporation rates in Amistad and Falcon Reservoirs. One of the objectives of this basin study would be to enhance the Rio Grande WAM by integrating the effects of climate variability and evaluating impacts on water rights. This will be done by developing **monthly bias-corrected streamflow time-series using the Variable Infiltration Capacity (VIC)** model for the Rio Grande WRAP/WAM.

Furthermore, TWDB has developed a standardized three dimensional **Groundwater Availability Model (GAM)** for several aquifers across the state in an effort help ensure sustainable groundwater development. Each respective GAM is based on MODFLOW-96 code with grid dimensions of 1-mile by 1-mile. The Gulf Coast Aquifer GAM was built in 2003, in part for quantifying brackish groundwater, and has several layers - the Chicot, Evangeline, and Jasper aquifers, as well as the Burkeville and Catahoula confining systems. The model includes information on recharge, geology, water levels, aquifer properties, and pumping, and has already been calibrated to ensure that the model can reasonably reproduce past water levels and groundwater flows. With regards to a basin study, the Gulf Coast Aquifer GAM will provide an excellent tool for assessing **brackish groundwater** and incorporating impacts of climate change

and assessing the **effects of pumping and droughts on groundwater availability** in the study area.

The amount of data available in the study area extends well beyond state regional water plans and surface/groundwater models. A countless number of local studies have been prepared by individual RGRWA member municipalities, irrigation districts, and other water purveyors. These include **drought contingency plans, system optimization reviews, water and wastewater master plans, feasibility studies, etc**. It is clear that an abundance of current, relevant data and well recognized models exist in the study area that can be drawn upon to conduct this basin study in the most efficient manner possible well within a two-year timeframe.

4. The strength of any nexus between the Basin Study and a Reclamation project or activity

A strong nexus exists between ongoing Reclamation activities and the proposed basin study. The **Lower Rio Grande Water Conservation and Improvement Act of 2002**, as amended (P.L. 107-351), provided Reclamation with the authority to fund 50 percent of the costs, up to **$55 million**, to plan, design, and construct **water conservation improvements on 19 irrigation districts** within the study area. Twelve of the nineteen projects executed cost-share agreements - eight are complete and under operation; four are under construction. The remaining seven districts elected to postpone construction until additional funding becomes available for the program. New legislation (H.R. 550) has been introduced into the 112th Congress to authorize an additional **19 projects with a $42 million** Federal cost-share. Reclamation also provides financial assistance to several irrigation districts and municipalities within the study area through the **WaterSMART Program** – a total of **13 grants** have been awarded, totaling about $11 million (**$3.5 million Federal cost-share**). The amount of Federal funds flowing into the study area over the last decade is a testament to the urgent need that currently exists in this region to better manage and conserve water. One of the benefits of conducting a basin study on this region is that it would include a **comprehensive evaluation of regional water supply options** to meet the needs of entities that otherwise would continue to pursue "piece-meal" solutions to their individual water needs. This is not to detract from the value of implementing water conservation and improving water delivery efficiencies, but more needs to be done if the region hopes to address the existing 368,356 af/yr and projected 592,084 af/yr water supply deficits in the study area.

5. The level of Stakeholders interest in and support for the Basin Study

RGRWA members include 29 municipalities, 25 irrigation districts, 9 water supply corporations, and 10 other water supply entities. A number of these have signed letters expressing their support for the proposed project (attached in Appendix B). These members actively participate on several planning committees aimed at addressing water issues in the region. Assessing the future needs of the region, the limits of existing water sources, and how climate change can affect planning efforts is considered a vital step to a more secure water supply for all users in the region.

6. Whether the non-Federal cost-share contribution exceeds the required 50 percent

RGRWA proposes to fund 51.6 percent of the project costs through member contributions and RGRWA operating funds.

STUDY OUTLINE

Task 1. The first task will consist of **data collection and coordination** among stakeholders to **refine planning objectives**, review the project and clarify roles and responsibilities. Results of this effort will be documented through execution of a **Memorandum of Agreement** between Reclamation and non-Federal partners. A **Plan of Study** will be developed jointly between cost-share partners that outlines study tasks and procedures to execute each task. Project Management is included under the cost estimates for each task. ***Task 1 Deliverable:*** (1) Signed Memorandum of Agreement and (2) Final Plan of Study

Task 1 Summary		Reclamation	RGRWA
1.1	Inform stakeholders of planning tasks, solicit data requests, refine planning objectives	$5,616	$3,564
1.2	Identify, obtain, review, and synthesize existing data sources	$6,552	$14,455
1.3	Establish collaboration and data-sharing procedures – execute Memorandum of Agreement	$2,808	$1,782
1.4	Develop draft and Final Plan of Study	$9,360	$9,360

Task 2. This task will include **hydrologic projections of water supply and demand**, building upon existing data within the Region M Water Plan and relevant data sources. Future water supply projections will be made using the Climate Model Inter-comparison Project Phase 3 (**CMIP-3**) and the **Variable Infiltration Capacity** (VIC) model. The CMIP-3 archive provides a 12 kilometer resolution grid on a monthly time-series of precipitation and temperature from 1950-2099 for 112 climate projections. The VIC model is a spatially distributed hydrology model that solves the water balance at each model grid cell. In addition to simulating runoff response, VIC simulated water balance results will be used to estimate changes in snowpack and changes in the timing and quantity of runoff. Because VIC does not simulate groundwater-surface water interaction, changes in groundwater recharge and discharge estimates due to climate change will not be estimated using VIC. The area is currently not affected by groundwater recharge as it relates to runoff from snowpack in the Rio Grande headwaters. However, the middle and lower reaches of the Rio Grande are rainfall dominated regions, and changes in precipitation patterns could affect groundwater recharge events in the region. As part of this effort, temporal trends in precipitation and temperature and spatial distribution of precipitation and temperature across the study region will also be analyzed for all the 112 climate projections. The monthly-bias corrected streamflows will constitute the final set of future water supply projections that would be used in the water allocation model WRAP for Task 3. ***Task 2 Deliverable:*** Technical Memorandum that includes the monthly bias-corrected streamflow time-series for the Rio Grande WRAP/WAM.

Task 2 Summary		Reclamation	RGRWA
2.1	Analyze of Existing Supplies	$1,404	$21,705
2.2	Projections of Future Water Supplies	-	-
2.2.1	*Develop daily VIC forcings for 112 climate projections, 1950-2099*	$14,040	$0
2.2.2	*Run VIC hydrology model to develop gridded monthly runoff time-series*	$18,864	$0
2.2.3	*Develop basin contribution areas for TCEQ control locations*	$12,576	$0
2.2.4	*Set up the VIC hydraulic routing model - flow fraction, flow*	$14,040	$0

	direction and station location files for TCEQ control points		
2.2.5	*Run the hydraulic model for 112 projections to develop monthly routed flow*	$8,856	$0
2.2.6	*Hydroclimate data analysis for Region-M - changes in precipitation, temperature, snowpack, runoff volumes and timing*	$1,404	$0
2.2.7	*Develop monthly bias-corrected streamflow time-series for incorporation into the Rio Grande WRAP/WAM*	$14,040	$0
2.3	Analysis of Existing Water Demands	$1,404	$8,705
2.4	Projections of Future Water Demands	$9,360	$8,705

Task 3. This task will include an analysis of **how existing water and power infrastructure will perform** in the face of changing water realities. This will involve characterizing baseline **system reliability** and making updates by estimating the probability of inflows into reservoir systems under different climate change scenarios. Also, **firm yield estimates** generated by the WAM will be updated to account for climate change impacts on hydrology, such as reservoir evaporation. These results will be in integrated with Region M Plan projections and account for decreased reservoir storage due to sedimentation. Sensitivity analysis of ET estimates obtained from the VIC model would be used to guide analysis of agricultural water demand impacts from changing climate. ***Task 3 Deliverable:*** Technical memorandum combined with Task 2 – includes reservoir yield, agricultural demands, WAM simulations.

Task 3 Summary		**Reclamation**	**RGRWA**
3.1	Baseline System Reliability Analysis	-	-
3.1.1	*Probabilistic risk estimation*	$11,232	$1,934
3.2	Projections of Future System Reliability	-	-
3.2.1	*Estimation of changes in reservoir yield due to climate change*	$14,040	$0
3.2.2	*ET sensitivity analysis not including adjustment of irrigation demands*	$9,360	$0
3.2.3	*Adjustment of irrigation demands*	$2,808	$7,738
3.2.4	*WAM simulations*	$5,616	$15,475

Task 4. This task includes soliciting stakeholder input and **formulation of a range of alternative water management options** to meet short, medium, and long-term needs in 2060. Alternatives identified in the Region M Water Plan will be considered, as well as other options that meet planning objectives. **Non-structural options** would be evaluated including water conservation, conversion of water rights, water rights leases, rate adjustments, usage rules, water markets, and efficiency gains through improved operations and management. **Structural options** also would be formulated, including irrigation delivery improvement projects, additional reservoir capacity, construction of new infrastructure, and development of alternative water resources such as seawater, brackish groundwater, and fresh groundwater from outside the basin. The needs of both **large *and* rural communities** will be addressed. Engineering will be reconnaissance level. Based on the information in the Region M Water Plan, it is assumed that brackish groundwater will be one of many options evaluated as a potential regional supply source. Evaluation of this alternative will require using well logs to modify the existing Gulf Coast Aquifer GAM to better quantify the distribution of brackish groundwater. ***Task 4 Deliverable:*** A technical memorandum that includes a brief description of all alternatives, including major infrastructure components, reconnaissance-level cost estimates, environmental considerations, and legal, regulatory, and public acceptance factors.

Task 4 Summary		Reclamation	RGRWA
4.1	Formulate non-structural alternatives – reconnaissance	$2,808	$5,158
4.2	Formulate structural alternatives – reconnaissance	$2,808	$5,158
4.3	Modify Gulf Coast GAM	$1,872	$74,471

Task 5. This task includes soliciting stakeholder input on the development of **screening criteria** and an evaluation/comparison of alternatives through a **two-phased "trade-off" analysis.** Phase I will include a preliminary screening based on reconnaissance-level engineering, and Phase II will include a detailed screening based appraisal-level engineering. Screening criteria will include (but are not limited to) capital and O&M costs; local, regional, and national economic benefits; legal and regulatory issues; environmental constraints/benefits; risk; completeness; and public acceptance. Special weighting factors will be given to options that **improve environmental sustainability and incorporate renewable energy**. Alternatives considered but eliminated will be documented. ***Task 5 Deliverable***: (1) A technical memorandum that includes a detailed description of Phase II alternatives, including major infrastructure components, appraisal-level cost estimates, environmental considerations, and legal, regulatory, and public acceptance factors; (2) matrix that includes screening criteria, weighting factors, and ranked alternatives.

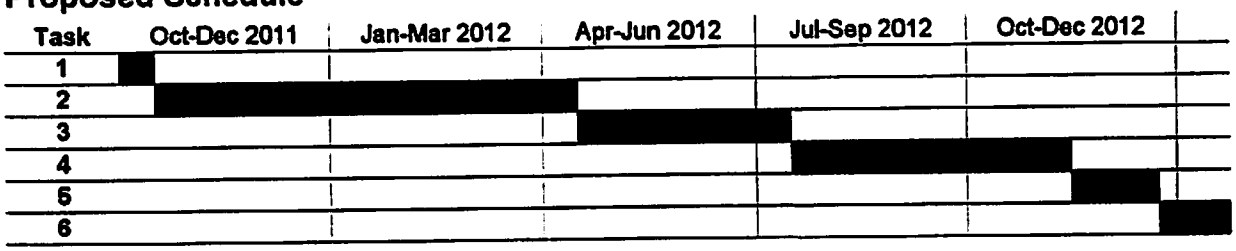
Task 5 Summary		Reclamation	RGRWA
5.1	Develop screening criteria – stakeholder input	$3,744	$9,448
5.2	Phase I screening analysis	$3,120	$5,373
5.3	Phase II appraisal-level engineering	$3,120	$5,373
5.4	Phase II screening analysis	$3,120	$5,373

Task 6. This task includes making findings and recommendations based on the results of the screening analysis in Task 5. It includes compilation of all deliverables into a draft Basin Study Report for Quality Assurance/Quality Control (QA/QC) review by cost-share partners. ***Task 6 Deliverable:*** Final Report on the Lower Rio Grande River Basin

Task 6 Summary		Reclamation	RGRWA
6.1	Make findings and recommendations	$1,872	$1,222
6.2	Prepare Draft Basin Study Report for QA/QC	$4,680	$3,508
6.3	Incorporate comments/make revisions	$4,680	$3,508
6.4	Prepare Final Draft and Final Reports	$3,744	$1,834

Budget Total	Reclamation	RGRWA
Total Cost Shares	**$ 198,948**	**$ 213,850**

Proposed Schedule



AI-28405 **8. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3 - Border Security Crime Reduction Operation Grant (1284):
Requesting approval to submit a request to the Office of the Governor to transfer all funds budgeted in the Bulletproof Vests (obj. codes 668 or 748) and Vehicle Operating Costs (obj. code 672) line items into the New Vehicle Purchase (obj. code 741) line item.

BACKGROUND

Purchase order 661248 can be referenced to show the grant fund and the general fund have both encumbrances for the purchase of two new vehicles.

Line item has already been done and approved, request is a formality so that the Office of the Governor is aware that the monies awarded were transferred into object code 741.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-293-014-1-XXX

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

BUDGETARY IMPACT:

CONST. PCT3-BSCRO-
No budgetary/fiscal impact. Notifying Commissioners Court of change in distribution of funds between object codes.

Grant appropriation on 07/05/2011. See AI 8.A./ 27339 and 16.E.2/ 27360.

Attachments

Ltr from Auditor's office.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2011 01:48 PM
Rosalinda Cantu	Rosie Cantu	09/07/2011 04:15 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Rachel Cavazos Started On: 09/06/2011 01:27 PM

Final Approval Date: 09/08/2011

Raquel

From: Benito Luna [benito.luna@auditor.co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2011 3:52 PM
To: 'Raquel'
Cc: 'Janie Alvarez'
Subject: Border Security Crime Reduction Grant

Raquel,

As per our phone conversation, the Precinct 3 Constable's Dept was awarded a grant titled 'Border Security Crime Reduction Operation Grant.' The current budget is funding three particular Line-Items: a New Vehicle purchase budgeted at **$30,447.00**, a Bulletproof Vest Line-Item budgeted at **$5,048.00**, and a Vehicle Operating Cost Line-Item budgeted at **$2,565.00**. The total dollar amount for all three line-items is **$38,060.00**.

It was brought to my attention that the PCT 3 Constable's Dept would like to submit a request to the Office of the Governor to transfer **ALL** of the funds budgeted in the Bulletproof Vest and the Vehicle Operating Cost Line-Item to the New Vehicle Purchase Line-Item. Before we proceed with the request, the Constable's Dept. must place an agenda item acknowledging the transfer to Commissioner's Court. After Commissioner's Court approves the acknowledgement, we can proceed by submitting the Line-Item adjustment request.

Please let me know if you have any questions. Thank you, Raquel.

Benito Luna
THE COUNTY OF HIDALGO, TEXAS
Grant Accountant I
2808 S. Business Hwy 281
Edinburg, TX 78539-6243

Phone: (956)318-2511 Ext. 4675
Fax: (956)318-2577
benito.luna@auditor.co.hidalgo.tx.us

AI-28402 **9. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and ratification of appointees to the Courthouse Planning Committee:

	APPOINTEE	DEPARTMENT/ORGANIZATION
1	Juan Pena	County Judge - Community At-Large Appointee
2	Yolanda Chapa	County Judge
3	Juan Medina	Precinct 1 - Community At-Large Appointee
4	Eduardo Gonzalez	Precinct 1
5	Virginia Townsend	Precinct 2 - Community At-Large Appointee
6	Raul Silguero	Precinct 2
7		Precinct 3 - Community At-Large Appointee
8		Precinct 3
9	Cullen Looney	Precinct 4 - Community At-Large Appointee
10	Marcos Lopez	Precinct 4
11	Sergio Cruz	Budget and Management Office
12	Oscar Garza	Purchasing Department
13	Homer Vasquez	District Attorney's Office
14	Rene Rangel	District Clerk's Office
15	Arturo Guajardo Jr.	County Clerk's Office
16		Board of Judges
17		Board of Judges
18	Lt. Gabriel Castaneda	Sheriff's Office
19	Isidro Sepulveda, Jr.	Indigent Defense Office
20	Jimmy Gonzalez	Public Defender's Office
21	Richard Sunday	Facilities Management Department
22	Paul Wilson	Hidalgo County Bar Association
23	Rey Merino	Hidalgo County Bar Association
24	Valde Guerra	Executive Officer

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2011 01:02 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Erika Reyna Started On: 09/06/2011 10:34 AM

Final Approval Date: 09/08/2011

AI-28426 **9. B.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval to appoint one (1) Representative and one (1) Alternate to the Amigos Del Valle Board.

BACKGROUND

For Fiscal Year 2011-2012 (October 1, 2011 - September 30, 2012)

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 10:15 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: SANDRA DELEON Started On: 09/07/2011 09:47 AM

Final Approval Date: 09/08/2011

Amigos Del Valle, Inc.

1116 North Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-7743

"CELEBRATING 36 YEARS OF SERVICE"

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
Vice President
MINNIE MARTINEZ
Cameron County
Secretary

BOARD MEMBERS
ROSE GOWEN
City Commissioner, Brownsville
IRENE MUNOZ
City Councilwoman, Donna
AGUSTIN "GUS" GARCIA
Mayor Pro Tem, Edinburg
JOEY TREVINO
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
RUBEN GUAJARDO
City Commissioner, Mercedes
CARLA RODRIGUEZ
Grant Administration Director, McAllen
NORIE GARZA
City Councilwoman, Mission
SANTIAGO SALINAS
Community Development
Program Monitor, Pharr
MARY GUTIERREZ
City Commissioner, Raymondville
RON ROGERS
City of San Benito
LUIS RAMOS
City Commissioner, San Juan
ELOY R. ALANIZ
Volunteer, Weslaco
ELIBERTO GUERRA
Willacy County
IRMA R. GARCIA
Banking / Finance
VICTOR G. TREVINO
Member-At-Large, Cameron County
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

July 18, 2011

Judge Ramon Garcia
County Of Hidalgo
P. O. Box 1356
Edinburg, Texas 78539

Honorable Judge Garcia:

Our agency continues to need and depend on your County's active participation in our Board of Directors through your appointed Board Representative and Alternate. Thus, this is to request your County's appointment of your Representative and Alternate to our Fiscal Year 2011-12 (October 1, 2011 – September 30, 2012) Board of Directors by no later than Thursday, September 1, 2011. Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in writing to Lydia Watson, Agency Administrative Assistant, at our Administration Office by no later than Monday, September 5, 2011.

Please be assured that we are very grateful for your County's thirty-six (36) year commitment and involvement with our agency as a member of our Board of Directors.

Enclosed please find a copy of our agency's By-Laws for your information. If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza
Executive Director

cc: Hector "Tito" Palacios, Commissioner, County of Hidalgo
Humberto Garza, County of Hidalgo

Equal Housing
Opportunity & Lender

HUD Certified Counseling Agency

Representatives and Alternates of such member lose the right to participate or vote in Board meetings, and the right to hold office.

Upon involuntary termination, all corporation services and functions to such member shall be terminated 30 days after the effective date of termination, unless the Board, by majority vote, decides to retain certain services.

ARTICLE VII

BOARD OF DIRECTORS:

A. COMPOSITION

The Board of Directors shall be composed of the duly appointed Representatives and Alternates from the membership, Members-at-large, Members Emeritus, and Banking/Finance Members.

Representatives and Alternates shall be designated as follows:

In August of each year, each member of Amigos Del Valle, Inc. shall appoint a community representative to serve on the Board as its Representative. The term of appointments shall be for one year. An appointed Representative to the Board may serve successive terms without limitation. The Representative serves at the pleasure of the appointing member. Each member shall also appoint an Alternate to the Representative. The Alternate shall also be a community representative of the member governmental entity. Alternates shall serve a one year term consistent with the member's Representative. In selecting the Representative and Alternate, the member commission should give consideration to the ability of the person appointed to attend Board meetings and complete a full term. Each member shall notify the Board of Directors by a resolution or letter of the names of their Representative and Alternate on or before August 31st of each year. Representatives missing three (3) consecutive Board meetings or six (6) Board meetings during the fiscal year shall be reported to the appointing member's commission by the Board. If no just cause exists for the absence of the Representative from such meetings, the member shall immediately name a replacement Representative and notify the Board. Vacancies on the Board during the course of the year shall be filled in the same manner as a prescribed for appointment of the original Representative or Alternate.

In addition to the Representatives and Alternates designated by the member entities, the membership of the Board may also include Members Emeritus. Members Emeritus must meet the following requirements.

1. Have been a Representative or Alternate of the Board for at least five (5) years.

2. Demonstrate through attendance, in accordance with Article VII-A-2, at corporation meetings, and participation in corporation activities, a dedication to the purposes and objectives of the corporation.

3. Nominated for such position by a current Board member in good standing.

4. Elected to such position by majority vote of the Board of Directors. Members Emeritus shall be ex-officio members of the Board and shall not have voting rights or the right to hold office. Members Emeritus shall not be required to pay membership fees. Once elected to the position of Member Emeritus, membership continues at the pleasure of the Board of Directors.

In addition to the Representatives and Alternates designated by the member entities and Members Emeritus, the membership of the Board may also include Banking /Finance Members who must meet the following requirements:

1. Have a banking and/or housing and economic development finance background.

2. Nominated for such position by a current Board member in good standing.

3. Elected to such position by majority vote of the Board of Directors.

4. Demonstrate through attendance, in accordance with Article VII-A-2, at corporation meetings, and participation in corporation activities, a dedication to the purposes and objectives of the corporation.

Banking/finance Members shall not be required to pay membership fees. Once elected to the position of Banking/finance member, membership continues at the pleasure of the Board of Directors.

In addition to the Representatives and Alternates designated by the member entities and Members Emeritus and Banking/finance Members, the membership of the Board may also include Members-at-Large who must meet the following requirements:

AI-28417 **10. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

1. Public Hearing regarding the County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code;

2. Approval/acceptance of County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code.

BACKGROUND

Published in the newspaper on August 28, 2011.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact at this time.

Attachments

Notice

Record Archive Plan

Local Government Code 118.025

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2011 04:46 PM
Sylvia Solis	Sylvia Solis	09/08/2011 10:38 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Rene Perez Started On: 09/06/2011 04:30 PM

Final Approval Date: 09/08/2011

PUBLIC HEARING

COUNTY OF HIDALGO COUNTY CLERK'S RECORDS ARCHIVE PLAN

NOTICE is hereby given that a public hearing will be held on Tuesday, September 13, 2011 at 9:00 a.m. in the Commissioners' Court of Hidalgo County, regarding the County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code, first floor of the Administration Building, 100 East Cano, Edinburg, Texas.

Hidalgo County Clerk's Records Archive Plan

(AS PER SECTION 118.025 (G) of the Local Government Code)

Whereas the Texas State Legislature found, that the deterioration of public documents in the offices of the county clerks constituted a threat to the integrity and reliability of the existing system for preserving documents,

And whereas, the purpose of the their Act was to impose a fee for filing public documents in the offices of the county clerks in order to provide funds to be used to preserve existing public documents,

The Hidalgo County Clerk's Office seeks to preserve and restore all of their public documents as defined by subsection 2 of section 118.025 of the Local Government Code. The documents included are listed, but are not limited to the following:

Marriage Records	Deed Records	Civil Records
Birth Records	Assumed Name	DD-214 Military Discharge
Cattle Brand Records	Records	Criminal Records
Death Records	Subdivision Maps	Probate Records
Official Records	Commissioners Court Minutes	Bail Bond Records

In order to satisfy the requirements of this statue, the Hidalgo County Clerk's Office seeks to use the latest in technological advances to preserve and restore all aforementioned records. In order to accomplish this we will require, various tools, services, and resources. Some of the required resources are listed, but not limited to,

Personnel, facilities, services, repairs, equipment, tools, hardware, software, and general supplies needed for the creation, use, maintenance, retention, preservation, restoration of records.

Copying services including personnel, hardware and software, plus any required office equipment need to fulfill this service to operate effectively and efficiently (copy machines, paper supplies, etc…).

Scanning services including personnel, along with any hardware and software equipment required to operate the storage facility.

Re-indexing services including personnel, and any computer hardware and software equipment required to fulfill these services.

Shrink wrapping, printing, binding services, and or materials required to accomplish these types of services to better preserve and restore the integrity of its records.

Document storage services including shelving, boxes, other types of storage containers and computer technologies capable of tracking documents within the facility more effectively and efficiently.

Microfilm production, conversion and storage services also the equipment as required to accomplish these services.

The County Clerk Document Storage Facility will be maintained in compliance with the Texas Library of Archives' document storage standards. Facility will be equipped with equipment required for operating efficiently and effectively (i.e., ladders, lifts, dollies, etc…).

Transportation service, including fuel, maintenance, and repairs.

Document warehousing services including personnel, building renovations or leases, to include outfitted the warehouse with climate control to meet the Texas Library of Archive standards.

Safety and First Aid equipment to keep personnel working in a safe environment.

General Office supplies and equipment, including computer equipment with the appropriate hardware and software required to operate the storage facility.

The ability to acquire emerging technologies that could assist in the restoration and preservation of our records.

Any items not covered specifically under this plan are referenced per object code, in the Hidalgo County Auditors Object Code and Description Guidelines Manual, Paragraph I – VIII, Object Codes 111 – 899.

§ 118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) suspends or reduces the deterioration of public documents; or

(B) provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, § 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioners court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) The county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioners court in a public meeting.

(j) Any excess funds generated from the collection of a fee under this section remaining after completion of a county records archive preservation and restoration project may be expended only for the purposes described by Section 118.0216. The commissioners court of a county may not order the collection of a fee authorized by this section after the county records archive preservation and restoration is complete.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, § 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, § 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, § 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, § 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804, § 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804, § 7, eff. June 17, 2005.

AI-28398 **11. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval and Acceptance of extension for the Texas Rangers Local Border Security Program Grant. New termination date is 08/31/12. (Prior termination date was 08/31/11.)

BACKGROUND

Grant Number: LBSP 10/11 (HIDALGO)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Grant period extension.

Attachments

LBSP 10-11.extension

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	09/06/2011 10:56 AM
Budget & Management	Merlen P. Munoz	09/06/2011 01:01 PM
Manuel Chapa	Manuel Chapa	09/08/2011 08:59 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

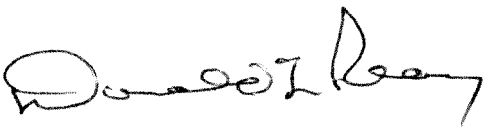
Form Started By: Emilia Uriegas Started On: 09/02/2011 03:51 PM

Final Approval Date: 09/08/2011

GRANT ADJUSTMENT NOTICE
SUB GRANT OF TBSC GRANT
TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY10/11 (lbsp-11)
Funding Instrument:	General Appropriations Act, Rider 52, 81st Legislature
Administered by:	Texas Rangers Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
GDEM Grant Number:	LBSP 10/11 (HIDALGO)
Recipient:	HIDALGO COUNTY SHERIFF
Amount of Grant:	Award Amount: $242,771.53
Period of Grant:	Extended to August 31, 2012
Type of Action	Performance Period Date Change

Grant Adjustment #: Grant Number: LBSP -110001 GAN #1

AGENCY APPROVAL

Donald L. Reay Executive Director Texas Border Sheriff's Coalition
Date: August 26, 2011

AI-28470 **11. B.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and Approval of Budget Appropriation for the Texas Border Sheriff's Coalition (TBSC) Operation Linebacker grant.

BACKGROUND

This amount represents disallowed overtime and fringe benefits of $3,496.79 credited back to the grant. TBSC (grantor) has authorized that remaining funds in this grant be exhausted.

Sub Grant Number: 2009-D1-BX-0141 (Hidalgo)

Grant Termination Date: 09/30/11

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-280-038-1-XXX

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

BUDGETARY IMPACT:

No local cash match is required.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/07/2011 05:56 PM
Budget & Management	Merlen P. Munoz	09/08/2011 08:07 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Emilia Uriegas Started On: 09/07/2011 05:35 PM

Final Approval Date: 09/08/2011

DATE: **September 07, 2011**
DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**
DEPARTMENT NAME: **TBSC Operation Linebacker**
ACCOUNT NUMBER: **1-1284-421-00-280-038-1-XXX**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
1-1284-421-00-280-038-1-432	TBSC OPER LINEBACKER FED-EQUIP&VEH R&M	158.00
1-1284-421-00-280-038-1-748	TBSC OPER LINEBACKER FED-OTHER EQUIPMENT	3,338.79
1-1284-421-00-280-038-1-131	TBSC OPER LINEBACKER FED-OVERTIME PAY	(2,035.79)
1-1284-421-00-280-038-1-211	TBSC OPER LINEBACKER FED-HEALTH	(1,111.90)
1-1284-421-00-280-038-1-220	TBSC OPER LINEBACKER FED-FICA	(147.78)
1-1284-421-00-280-038-1-230	TBSC OPER LINEBACKER FED-RETIREMENT	(162.12)
1-1284-421-00-280-038-1-250	TBSC OPER LINEBACKER FED-UNEMPLYMENT	(39.20)
	TOTAL APPROPRIATIONS	**0.00**

REASON: **To appropriate amounts, disallowed for overtime and fringe benefits, credited back to grant account for purposes of exhausting all grant funds. Monies are to be used for the purchase of one generator, one radio and warranty.**

The request was approved by the Texas Border Sheriff's Coalition (grantor).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-28379 **12. B.**

CC REGULAR

Meeting Date: 09/13/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

TB Control Grant (1293)
1. Requesting authorization to accept the attached Tuberculosis Prevention and Control grant contract #2012-039064-001 in the amount of $455,507.00 for the period of 09/01/2011 to 08/31/2012.

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

3. Approval of the attached TB Grant Budget Appropriation.

4. Approval of the attached TB Program Income Budget Appropriation.

5. Approval to create one (1) full-time Clerk III position, slot no. G009, grade 5.

6. Approval to create one (1) full-time Limited Medical Radiologic Technologist position, slot no. G010, grade 9.

7. Approval to add the Limited Medical Radiologic Technologist classification to the Hidalgo County position inventory.

8. Approval of salary schedule.

BACKGROUND

1. Authorization to renew this grant was approved by CC on 01/18/11 through AI-24779.

2. Authorization of extension pending receipt of this contract was approved by CC on 08/30/11 through AI-28178.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-1293-441-00-340-008-2-XXX

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

BUDGETARY IMPACT:

No local matching funding is required.

Appropriation of funds in the amount of $455,507.00 and $16,000.00 (PI) for the Tuberculosis Prevention and Control grant. Grant period is from 9-1-11 to 8-31-12.

Revenue Account# 1-1293-334-10-340-008-2-000 T.B. Control - Revenues
Revenue Account# 1-1293-345-40-340-008-2-000 T.B. Control - Program Income Revenues

Attachments

revised salary schedule
pars
cert. of revenues
job descriptions
Grant Contract

Grant BA
Prog Inc BA
Salary Budget Schedule
Fiscal Notes

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 08:01 AM
Manuel Chapa	Manuel Chapa	09/02/2011 08:54 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Mike Escaname Started On: 09/01/2011 03:55 PM

Final Approval Date: 09/08/2011

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1- 1293-441-00-340-008-2-
T.B. CONTROL

AI - 28379

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$35,317.00	$35,317.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,317.00
G002	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$23,332.00	$23,332.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,332.00
G003	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$25,839.00	$26,229.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,229.00
G004	113	BILLING SPECIALIST II	3	4	$23,927.00	$23,927.00	$24,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,186.00
G005	113	BILLING SPECIALIST II	3	4	$23,927.00	$23,927.00	$24,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,186.00
G006	113	TB PROGRAM MANAGER	18	1	$68,687.00	$68,687.00	$68,687.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,687.00
G008	113	TB REGISTERED NURSE	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
		CREATION OF THE FOLLOWING:											
G009	**113**	**CLERK III**	**5**	**1**	**$25,256.00**	**$25,256.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
G010	**113**	**LIMITED MEDICAL RADIOLOGIC TECHNOLOGIST**	**9**	**1**	**$34,360.00**	**$34,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				TOTAL	$333,470.00	$319,533.00	$260,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$260,825.00

1. Approval to create one (1) full-time Clerk III position, slot no. G009, grade 5.
2. Approval to create one (1) full-time Limited Medical Radiologic Technologist position, slot no. G010, grade 9.

Personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: T.B. CONTROL (340-008) DATE: 9/02/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: G009

REQUESTED POSITION TITLE: CLERK 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) $ 25,256.00 (Grade 5 / Step 1) (Proposed Budgeted Salary) $ 25,256.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other T.B. CONTROL GRANT APPROPRIATION OF FUNDS EFFECTIVE 09/01/11

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

This position is essential to manage all of the clerical duties at the Pulmonary Clinic. Hidalgo County currently has a TB program and is comprised of two divisions and there is no Clerk Manager position working in the TB program at this time.

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

This position involves work in performing complex area 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.

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	09/02/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9/8/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	09/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: HEALTH DEPT. **DATE:** 9/7/2011

DEPARTMENT NUMBER 340 **PROGRAM NUMBER** 008

CURRENT SLOT #: G010 **NO. OF POSITIONS:** 1

DEPARTMENT CLASSIFICATION REQUEST- *POSITION CLASSIFICATION ONLY*

CURRENT

N/A	N/A
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

LIMITED MEDICAL RADIOLOGIC TECHNOLOGIST	$34,360.00 (G9 S1)
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

LIMITED MEDICAL RADIOLOGIC TECHNOLOGIST	$34,360.00 (G9 S1)
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

CLASSIFICATION FOR THE PROPOSED POSITION UNDER THE CLASSIFICATION & COMPENSATION PAY PLAN POSITION INVENTORY. (CLASSIFICATION COMMITTEE MEETING IS NOT REQUIRED)

SIGNATURES

Human Resources Representative	Date 9/8/2011
County Treasurer Representative	Date SEP 08 2011
Budget & Management Representative	Date 09/08/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: T.B. CONTROL (340-008) DATE: 9/02/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: G010

REQUESTED POSITION TITLE: LIMITED MEDICAL RADIOLOGIC TECHNOLOGIST

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) $ 34,360.00 (Grade 9 / Step 1) (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other T.B. CONTROL GRANT APPROPRIATION OF FUNDS EFFECTIVE 09/01/11

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)

Hidalgo County currently has a TB ORW with a Non-Certified Technician to perform Chest X-rays. An NCT may not perform a radiologic procedure which has been identified as dangerous or hazardous as per the TAC Chp. 140.516. Any radiographic procedure on pediatric client age 0 – 18 years of age are classified as dangerous or hazardous; therefore, need for a LMRT. A LMRT may perform such procedure with an appropriate category identified on their license.

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

Works under the delegation order of a licensed physician (RSO), TB Program Manager, and RN Clinic Supervisor. Performs chest x-rays at the Pulmonary Clinic as per standards of Title 25, TAC 28; delivers and observes dosing TB Medication to patients; performs and documents drug toxicity; Transports patients to the Pulmonary Clinic; transports patients to TCID in San Antonio.

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	09/02/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9/8/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	09/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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

September 7, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $16,000.00 to be generated by the Hidalgo County Health & Human Services Department for the Tuberculosis Prevention and Control FY12 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/9/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

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

September 1, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$455,507.00	Award No. 2012-039064-001 Tuberculosis Prevention and Control-State

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/9/11
Date

THE COUNTY OF HIDALGO

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.

LIMITED MEDICAL RADIOLOGIC TECHNOLOGIST

GRADE: 09

GENERAL DESCRIPTION

Performs routine (journey-level) radiological work. Work involves performing a variety of diagnostic x-ray and ultrasound procedures to obtain and record interpretable diagnostic information for medical staff. Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Operates radiological, magnetic imaging, and ultrasound equipment to produce images of the body for diagnostic purposes

Coordinates with nursing and medical staff to ensure that appropriate preparatory procedures are performed

Reviews developed x-rays, ultrasounds, sonograms, videotape, or computer-generated information to determine whether images are satisfactory for diagnostic purposes

Uses radiation safety measures and protection devices to comply with policies and regulations and to ensure the safety of patients and staff

Records patient data and treatment records and assists in the preparation of reports

Schedules patients for routine and special radiographic studies

Assists in performing fluoroscopy procedures

Assists in performing specialized radiographic procedures

Assists in reviewing stock levels of needed supplies and equipment

Assists patients to and from treatment areas and positions patients for scan, x-rays, and other diagnostic procedures

May clean, repair, maintain, and make adjustments to instruments and equipment

Performs chest x-rays on pediatric and adult clients

May be required to transport patients to various clinics across the county, occasionally out of county travel is required

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to three (1-3) years of experience as a radiological technologist, medical assistance or related field required. Graduation from a standard senior high school or equivalent plus vocational and/or technical training in radiological work, medical assistance or related field; Associate's degree in radiology or related major is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

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

Certified as a Limited Medical Radiologic Technologist (LMRT) required

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

Knowledge, Skills, and Abilities

Knowledge of the techniques and principles of radiography

Knowledge of anatomy and physiology as they pertain to patient positioning in radiology

Knowledge of x-ray film developing process, ultrasound examination procedures, and generation and control of x-radiation as it relates to the techniques and principles of radiography

Skill in the operation and care of x-ray machines, ultrasound equipment, and other related equipment

Ability to administer injections and solutions and interpret x-ray tube rating and cooling charts

Ability to operate computers and related computer applications

Ability to maintain records and to communicate effectively

Ability to work other than normal or scheduled hours including weekends and holidays

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

CLASSIFICATION COMMITTEE REVIEW:

1. Norma G. García — SEP 08 2011
COUNTY TREASURER — DATE — APPROVE CREATION/REVISION ☑ YES ☐ NO

2. [signature] — 9/8/2011
HUMAN RESOURCES DIRECTOR — DATE — APPROVE CREATION/REVISION ☑ YES ☐ NO

3. [signature] — 09/08/2011
COUNTY BUDGET OFFICER — DATE — APPROVE CREATION/REVISION ☑ YES ☐ NO

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

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-039064 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $455,507.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

   2012-039064-001 Tuberculosis Prevention and Control - State

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176037

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

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

CONTRACT NO. 2012-039064
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000377714

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: Tuberculosis Prevention and Control - State

TERM:09/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

A. PROVISION OF SERVICES:

Throughout the Contractor's defined service area of Hidalgo, Contractor shall provide basic services and associated activities for tuberculosis (TB) prevention and control, as well as conducting additional activities to target special populations with individuals who have TB or who are at high risk of developing TB.

Contractor shall provide these services in compliance with the following:

- DSHS' most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2008-final.doc;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004 available at http:// www.**dshs**.state.tx.us/qmb/**dshs**stndrds4**clinics**ervs.pdf;
- DSHS' TB Policy and Procedures Manual, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) at http://ajrccm.atsjournals.org/cgi/content/full/161/4/1376;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000 at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr4906a1.htm;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452(08)70243-3; and

- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm.
- Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children at http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf
- Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents at http://www.cdc.gov/mmwr/pdf/rr/rr58e324.pdf
- Updated Guidelines on Managing Drug Interactions in the Treatment of HIV-Related Tuberculosis at http://www.cdc.gov/tb/publications/guidelines/TB_HIV_Drugs/default.htm

Contractor shall comply with all applicable federal and state regulations and statues, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B;
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

All references to TB cases or suspected TB cases refer to active TB disease unless otherwise stated. All references to latent TB infection (LTBI) refer to the condition where infection has occurred but there has not been progression to active TB disease.

Contractor shall monitor and manage its usage of anti-tuberculosis medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates. On a monthly basis, the Contractor shall perform a count of its inventory of anti-tuberculosis medications and tuberculosis testing supplies furnished by DSHS and reconcile the quantities by product and lot number found by this direct count with the quantities by product and lot number listed in the electronic inventory management system furnished by DSHS. All these tasks shall be performed by the Contractor using the designated database and the designated procedures

Contractor shall perform all activities under this Contract in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.

DSHS will monitor Contractor's expenditures on a quarterly basis.

Expenditures below the contractor's total projected contract amount may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

REPORTING:

Required reporting under this Program Attachment will show results for work performed under previous Program Attachments under the overall DSHS Contract. This is due to the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Program Attachment.

Contractor shall provide a narrative report, in the format provided by DSHS, on its activities conducted to comply with the requirements of this Program Attachment This report shall include a detailed analysis of performance related to the performance measures listed below and a progress report of activities in January through December, 2011.

The narrative report shall be sent to the Department of State Health Services, TB Services Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to (512)458-7787, and e-mail to charles.wallace@dshs.state.tx.us. and mitra.kookma@dshs.state.tx.us.

Performance Measure Reporting Schedule
Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Records Retention Article and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records. Report periods and due dates are as follows:

PERIOD COVERED	**DUE DATE**
January – December 2011	March 1, 2012

Schedule for all other reporting:

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification.

Updates to initial DSHS Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within thirty (30)

calendar days from when the change occurred to DSHS at 1100 West 49th Street, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347.

Contractor shall send an initial report of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS Report of Contacts Form (TB-340 and TB-341).

New follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Program Attachment. Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor shall collect information to determine the number of persons who received from the Contractor at least one TB service, including but not limited to tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT), as medically indicated. DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve its performance regarding this performance measure, which Contractor must conduct and implement according to the timeline set by DSHS.

2. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the reporting schedule provided in Section 1, B herein. DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve its performance regarding this performance measure, which Contractor must conduct and implement according to the timeline set by DSHS.

3. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. DSHS may (at its sole discretion) require additional measures be taken by Contractor to

improve its performance regarding this performance measure, which Contractor must conduct and implement according to the timeline set by DSHS

4. Class B immigrants shall be evaluated, placed on appropriate prophylaxis when needed and monitored for successful completion of treatment. Immigrant notifications shall be obtained through the Electronic Disease Notification (EDN) system. The TB Follow-up Worksheet in EDN shall be completed for all immigrants whose notification was obtained through EDN.

5. Refugees and other at-risk clients referred by the Refugee Health Program for further clinical evaluation shall eve evaluated, placed on appropriate prophylaxis when needed and monitored for successful completion of treatment. The TB Worksheet in EDN shall be completed on refugees and other at-risk clients who are reported through EDN.

6. Monthly inventory shall be performed of anti-tuberculosis medications and testing supplies furnished by DSHS and reconciled by product and lot number to the quantities listed in the electronic inventory management system furnished by DSHS, as specified herein.

7. All reporting to DSHS shall be completed as described in Section I, B-Reporting and submitted by the deadlines given.

8. Contractor shall furnish in the narrative report due March 1, 2012, a written explanation including a plan to meet any failed performance measures and measures to prevent recurrence of performance measure deficiencies.

This provision does not constrain DSHS enforcement option regarding contract breach.

SECTION III. SOLICITATION DOCUMENT:

Exempt Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
PO BOX 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *STATE*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article III. Funding, Section 3.06 Nonsupplanting**, is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, **Article IV. Payment Methods and Restrictions**, **Section 4.02, Billing Submission**, is hereby revised to include:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, Mail Code 1940 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Department of State Health Services, Attention: TB Services Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	**DUE DATE**
September, October, November	December 30 2011
December, January, February	March 30 2012
March, April, May	June 29, 2012
June, July, August	September 28, 2012

General Provisions**, Article XIII. General Terms**, **Section 13.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

2012-039064-001

Categorical Budget:

PERSONNEL	$325,692.00
FRINGE BENEFITS	$100,020.00
TRAVEL	$1,650.00
EQUIPMENT	$0.00
SUPPLIES	$7,145.00
CONTRACTUAL	$9,000.00
OTHER	$12,000.00
TOTAL DIRECT CHARGES	$455,507.00
INDIRECT CHARGES	$0.00
TOTAL	$455,507.00
DSHS SHARE	$455,507.00
CONTRACTOR SHARE	$13,366.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $455,507.00

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/30/2012

2012-039064
HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
WORK PLAN

1. During FY 12, the Hidalgo County Health & Human Services Department (HCHHSD) purposes to continue to serve the area of Hidalgo County, with populations to be served; but not limited to: HIV/AIDS; silicosis;chronic renal failure/hemodialysis; hematologic/ reticuloendothelial malignancy; head/neck cancer; immunosuppression; jejunoileal bypass; solid organ transplantation; radiographic evidence of old, untreated TB; injection drug use; close contacts to active highly infectious TB case (including children < 5 yrs old who are TST negative). Recent convertor (within last 2 years); gastrectomy; diabetes mellitus (insulin requiring or poorly-controlled); recent immigrant (5< yrs) from endemic country; Targeted communities: underdeveloped colonias and housing projects with low income and newly immigrant population; Salvation Army homeless shelter; ESL (English as a Second Language) Progam based out of public schools; Drug and Alcohol Counseling Centers; Dentention Center(754) and County Jail (1200 beds). HCHHSD does not propose to subcontract TB services. The HCHHSD will continue to provide TB services to neighboring counties thru regional referrals and to Mexico thru the Bi-National Program.
2. The HCHHSD is under the jurisdiction of the County Judge and County Commissioners. The HCHHSD consists of seven comprehensive clinics that are located throughout the county and one centralized pulmonary clinic. The department has policies and procedures in providing client services, hiring personnel, professional and support staff training, quality assurance, and peer review (Attachment 1 Organizational Chart).

   The HCHHSD continues to participate in research projects with the UT-Health and Science Center in San Antonio, TB consortium and Study 29; UT-Brownsville School of Public Health-Study on T-cell X tend with T-spot and TB research program on Texas-Mexico border. UTB continues to work with and depend on the DSHS Regional TB Physician to conduct client assessments and follow ups. The HCHHSD also depend on the support of TCID in the treatment of critical TB clients that are not able to receive the essential care locally.

   The HCHHSD continues to utilize DSHS support for technical assistance, professional and support staff training, and service delivery policies for the TB program.

   Historically the HCHHSD has been supported by local funds to supplement the TB program (by 60%↑). The departments Chief Financial officer and the County Auditor ensure that TB funds are expended appropriately as per DSHS Grant Management requirements. The TB Program collaborates and networks with local providers and hospitals to expand active TB surveillance, to identify and treat TB cases/suspects in a timely manner. The TB program consists of one pulmonary clinic in Edinburg. The TB Program staff currently consists of one TB Program Manager, one RN Supervisor, two staff RN's, 5 LVN's, 7 Outreach Worker's and 3 Clerk's. The nurses assess, educate, treat and follow-up TB

cases/suspects. The Outreach Workers are utilized to deliver DOT to TB cases/suspects. The complexity of the TB cases continue to rise. Thus, comprehensive nursing staff are utilized to assist with the LTBI caseload. The barrier that still continues is the restrictive admission process of our critical TB cases to TCID. DSHS and Hidalgo County partnership is crucial to ensure appropriate treatment and follow-up of TB case/suspects.

3. HCHHSD will collect at least one TB service including but not limited to tuberculin skin test, chest radiographs, health care worker services or treatment with one or more anti-tuberculosis medications in 2011. This data continues to be collected manually thru daily tally sheets and Microsoft access program; and compile into monthly reports. TWICES is also utilized to access and report some of this data.
4. The TB nurses collect and tabulate data in state and county TB forms and submit to TB Records Manager for tabulating and reporting. These activities are conducted daily. During FY 12 the HCHHSD will conduct community surveillance to identify unreported cases of TB and individuals suspected of having TB infection by conducting: targeted screening of high risk population areas identified thru mapping of cluster cases in Hidalgo County; proactive surveillance activity to hospitals, labs, pharmacies, private providers, schools, and Veterinary Hospitals. Also, provide physician offices with information regarding TB case management, referrals of high risk individuals placed on treatment for LTBI, and referral of TB Suspects. Currently Microbiology Lab and local hospitals conduct acid-fast basilli smears and cultures for mycobacterium tuberculosis complex. The HCHHSD will continue to document outbreaks on the Incident Report EF 12-12104 (2/2005).
5. The nurses collect and enter the data in the appropriate TB forms, and in the TWICES Program daily. The data collected is reviewed by the TB Records Manager and the RN Supervisor for completeness, accurate and timeliness. In addition, monthly case management reviews are conducted by the TB Program Manager, RN Supervisor, and TB nurse case managers to monitor compliance of TB Program standards, policies and procedures.
6. During FY 12 the HCHHSD will coordinate with other health and human services providers in the service area to avoid duplication of services by: maintaining a record of clients referred; educating the Department of Human Service's to identify clients who are seeking assistance for TB; maintaining the pro-surveillance reporting system thru hospital infection control nurses nine (9) local hospitals; private laboratories, private physicians, and university research projects.

   The HCHHSD will continue to work with the following Hidalgo County community programs:

   University of Texas- Pan American/BSN nursing program; provide students with hands on experience in tuberculosis; El Milagro and Nuestra Clinica del Valle, who serve low income/undocumented clients; Salvation Army-homeless shelter; Avance- a community base organization that promote health wellness thru the use of promotoras; Drug and Alcohol Counseling Centers; East Hidalgo Detention Center (754 beds); Hidalgo County Jail (1200 beds); Family Doctors/Pulmonologist-refer TB suspects to rule out tuberculosis; Local Hospitals (9)- McAllen Medical Center, Mission Hospital, Edinburg Regional, Rio Grande Regional, Heart Hospitals, Knapp Medical Hospital, Doctors Hospital at Renanissance, Driscol Children's Hospital, Corner Stone Hospital; and Life Care Hospital;Birth Center; Holy Family Services; Nursing Homes; Tropical Texas – MHMR; Texas Department of Human Services; Veterans Department Clinic; Rio

Grande Food Pantry; Catholic Social Services; Housing Authority; Texas Interagency Council on Early Childhood Intervention (ECI) of Region 1; Texas Department of Protective and Regulatory Services, Valley Aid Council; TB Net; TB Cure; Hospice in McAllen, Tx., and Rehabilitation Centers.

While providing targeted testing at the community based organizations; the high risk population nurse provides TB education on a monthly base. TB training and referral process is provided to local providers that are receiving TST solution from DSHS on a quarterly bases. The HCHHSD provides a reportable condition seminar to local hospitals and local providers and are given TB educating and information on paper reporting of TB suspects/cases.

7. The HCHHSD has not had any changes in providing services to culturally diverse populations. The county is approximately 89 percent white Hispanic, 9 percent white/non-hispanic, and 2 percent other (Black, Asian, other). All of our clinic staff are bilingual (English/Spanish). If needed, additional interpretation services and language translation is available thru contractual services provided by the department. Also, the HCHHSD has strived to maintain all health facilities ADA complaint. And also, the HCHHSD clinics are accessible to provide TB services to contacts/cases/suspects and LTBI's as needed thru out the county. The TB nurses and outreach workers are accessible and travel to clients homes and/or other designated areas to provide TB client services. Service hours are 7:30 AM to 5:30 PM Monday thru Thursday & 8:00 AM to 5:00 PM Friday however; TB staff are accessible after hours and weekends as the need arises.
8. During FY 12 the HCHHSD will conduct management of TB cases and suspects with emphasis on provision of Directly Observed Therapy (DOT):

   100% of cases/suspects reported to the Hidalgo County Health and Human Services Department will be evaluated for diagnosis and treatment; 90% of TB cases ordered TB drugs will complete course of recommended therapy; 90% of TB suspects/cases ordered TB treatment will be on DOT; longer treatment period for MDR cases may be required. Consultation with experts is also required; DOT's will be administered by nurses and/or delivered by field TB Outreach Worker's; monthly toxicity to observe for side effects will be performed by nurses; monthly monitoring, to evaluate treatment progress, will be conducted by nurses and physician; nurses/TB Outreach Worker will perform toxicity to observe for side effects before each DOT dose is given. The use of incentives/enablers are provided by local funds as available.
9. TB Case Management reviews are conducted monthly by the TB RN Supervisor, TB Physician and TB nurse case managers. The TB cases are evaluated for health care status and treatment plan as per TB standards/policies by the TB Physician & RN Supervisor.
10. The HCHHSD has implemented the cohort analysis of cases by integrating this process with the monthly TB Case Management and monthly TB QA staff meetings to facilitate compliance on a quarterly basis since 2010. The Cohort Review Team consist of the TB Program Manager, TB Clinic Supervisor RN, TB Records Manager, Case Manager and Contact Investigation Team and support from the department Epidemiologist.
11. During FY 12 the HCHHSD will conduct management of contacts and positive reactors with emphasis on Direct Observed Preventive Therapy (DOPT) to LTBI's who are less than five years of age, HIV infected or in the same residence as a case receiving directly observed therapy (DOT). The department has and will continue to comply with the performance measures as described on this RFP, Form F (specifically #'s 9,10 and 12). In addition, contacts with initial

negative TB skin test that are < 5 yrs old or immune compromise will start window prophylaxsis on DOPT. Contacts who convert will continue or start treatment for LTBI, as per DSHS/CDC guidelines. DOPT will be considered to other persons at high risk for progression to TB disease as resources allow.

12. The HCHHSD TB Program Manager with the support of the DON, has developed a TB contact investigation team to timely conduct TB contact investigation following DSHS/CDC guidelines. The HCHHSD TB tool/checklist forms are utilized to ensure all areas of the contact investigation are covered; thus, ensuring all areas have been evaluated when fewer than 3 contacts have been identified. In addition, by developing a TB Contact Investigation Team, the department has expedited the interviewing of cases and the evaluation of contacts. The department has also re-structured the follow-up of LTBI's to improve the completion rate for preventive therapy. This process includes the disseminating of the LTBI caseload among all the seven comprehensive department clinics; thus being more accessible to the clients. Also, the department will continue to support incentive programs to improve the compliance of LTBI preventive therapy.

13. During FY 12, the HCHHSD will continue to maintain infection control procedures in the Pulmonary and Health Clinics; and will continue to adhere to the departments guidelines for identifying TB infectious patients.

Administrative Control: medical & nursing staff will follow local policies and procedures in identifying, isolating, evaluating, and treatment of persons likely to have TB; new TB staff will receive 40 hours of TB training, and receive at least 16 hours of training annually thereafter; TB staff will follow the department's policy on employee TB skin testing; every 3-6 months TB skin testing on TST negative TB staff will be conducted; annual monitoring of signs and symptoms for TB on positive reactors will be conducted; will TST all new staff by using 2- step method if documented previous negative skin test; new staff with documented positive TST will assess for signs and symptoms of TB, offer base line chest x-ray, and get medical clearance; will provide a safe working environment for staff; and will provide separate waiting area for non-TB patients.

Engineering Control: will maintain essential equipment functioning properly; will clean bacteriocidal lamps monthly and replace as needed; will monitor negative pressure in the four (4) isolation rooms; will change A/C filters in the hepa filtration units, monthly or sooner if necessary; all maintenance for above controls will be logged by date and type of maintenance provided and by whom; staff providing some of the maintenance will be instructed on the danger of exposure when changing UV lights; will provide training on engineering control maintenance to all essential staff upon hire, yearly & as needed.

Personnel Respiratory Protection: staff will screen and identify patients suspected of TB and will isolate appropriately; cough induced sputums will be collected in a negative pressure room with UV light and hepa filter unit; health care workers collecting sputum will use their personal particulate Inovel1500 N95 respirator and will be re-fitted yearly and as needed; all health care workers will be trained on the use of personal respirators. Health Department clinics with no isolation rooms will collect sputums outdoors in a designated area.

14. During 2012, the HCHHSD will conduct targeted TB screening by: providing TB screening training to private providers; providing TB training to community based organizations; monitoring TB screening at the 1200 bed county jail facility; providing TB screening at the Salvation Homeless Shelter, low

income colonias, English as second language (ESL) programs in the schools; providing TB training to nursing homes, and hospital infection control, to encourage TB testing of staff and residents as needed; and providing TB training for promotoras who perform outreach activities.

15. During 2012, the HCHHSD will provide professional education and training to train new/current TB staff:

Will provide 40 hours of TB orientation for each TB Health Department employees (nurses, clerks, outreach workers) which include; Introduction of TB program; Role of the Public Health Nurse in TB Communicable Disease Control-Reporting: who, when, what, and where to report; CDC self study modules 1-9 (for nurses); Core Curriculum on Tuberculosis; review of TB Policy and Procedure Manual; review of TB Drugs; and Infection Control. The completion of TB staff (nurse, outreach worker, clerk) orientation and skills will consist of:

a. Observation and hands on TB training at the Pulmonary Clinic 1-2 months depending on need; and,
b. Provide at least 16 hours of TB continuing education- by in services provided in house thru webinars or by attending TB workshops annually.

16. During FY 12, the HCHHSD will evaluate all referrals of immigrants and refugees following local guidelines for Aliens with notifications, Class A, Class B-1 Pulmonary, Class B-1 Extrapulmonary, Class B-2 and Class B3 as follows:

Class A (Positive Cases)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 induced and do chest x-ray with MD evaluation; complete TB400 A/B; continue treatment DOT as per MD orders; complete and sign CDC 75.17 (Rev. 02/99 form) and submit to DSHS.

Class B-Pulmonary (no treatment)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 and do chest x-ray with MD evaluation; await culture results and MD recommendations; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/990 form) and submit to DSHS.

Class B-1 Pulmonary (complete treatment)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; do chest x-ray and collect sputum if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to DSHS.

Class B-1 Extra-pulmonary-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; if chest x-ray abnormal, collect sputum if indicated by MD; initiate treatment if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to DSHS.

Class B-2 (LTBI)-

Will open and complete TB record; If symptomatic will follow “Guidelines for identifying TB infectious patient in outpatient health department clinic; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; initiate preventive treatment if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev.02/99) form and submit to DSHS.

Class B-3 (Contact) -

If no TST, apply one; if TST positive, follow same procedure as Class B-2; if TST negative, follow up in 8-10 weeks for 2nd TST; complete TB400 A/B; complete and sign CDC 75.17 (rev. 02/99) form and submit to DSHS.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature _____ Date _____

Print Name of Authorized Individual

2012-039064
Application or Contract Number

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
Organization Name

DATE: September 01, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-008-2-XXX T. B. Control

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
1-1293-441-00-340-008-2-113	T.B. Control - Reg F/T Employees	$ 325,692.00
Fringes		
1-1293-441-00-340-008-2-211	T.B. Control - Health Insurance	$ 36,054.00
1-1293-441-00-340-008-2-212	T.B. Control - Life Insurance	$ 234.00
1-1293-441-00-340-008-2-220	T.B. Control - FICA	$ 24,913.00
1-1293-441-00-340-008-2-230	T.B. Control - Retirement	$ 31,263.00
1-1293-441-00-340-008-2-250	T.B. Control - Unemployment Comp	$ 3,257.00
1-1293-441-00-340-008-2-260	T.B. Control - Workers Comp	$ 4,299.00
Travel		
1-1293-441-00-340-008-2-581	T.B. Control - In County Travel	$ 1,650.00
Supplies		
1-1293-441-00-340-008-2-601	T.B. Control - Office & Computer Supplies	$ 5,145.00
1-1293-441-00-340-008-2-604	T.B. Control - Medical & Lab Supplies	$ 2,000.00
Contractual		
1-1293-441-00-340-008-2-339	T.B. Control - Other Professional Services	$ 9,000.00
Other		
1-1293-441-00-340-008-2-431	T.B. Control - Repair & Maintenance Services - Buildings & Other Structure	$ 9,000.00
1-1293-441-00-340-008-2-540	T.B. Control - Advertising	$ 1,500.00
1-1293-441-00-340-008-2-433	T.B. Control - Printing & Binding	$ 1,500.00
	TOTAL APPROPRIATION	$ 455,507.00
1-1293-334-10-340-008-2-000	T.B. Control - Revenue	$ 455,507.00
	TOTAL APPROPRIATION	$ 455,507.00

REASON: To appropriate the T.B. Control grant monies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

DATE: September 01, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-008-2-XXX T.B. Control

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Supplies		
1-1293-441-00-340-008-2-601	T.B. Control - Office & Comp Supplies	$ 8,000.00
1-1293-441-00-340-008-2-604	T.B. Control - Medical & Lab Supplies	$ 8,000.00
	TOTAL APPROPRIATION	$ 16,000.00
1-1293-345-40-340-008-2-000	T.B. Control - Program Income Revenue	$ 16,000.00
	TOTAL APPROPRIATION	$ 16,000.00

REASON: To appropriate the program income monies for the T.B. Control program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

TB CONTROL FY 12

Salary Budget
09/01/2011 - 08/31/2012
For Budget Purposes Only

							Hourly	Work Hours		2011	2012		Fringes					Insurance			
Slot #	Employee #	Position Title	Grade & Step Salary	Grade & Step Salary	Actual Salary (General Fund)	Actual Salary (TB Progam)	Hourly Rate Without Raise	# of Hours in 2011	# of Hours in 2012	Salary Amount from 08/11 - 12/11	Salary Amount from 01/12 - 07/12	Projected Salaries	FICA (7.65%	Retirement (9.60%)	Unemployment (1.00%)	Workers Comp	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries
G001	031925	Licensed Vocational Nurse III	13/ 1	46,747.00	9,664.00	35,317.00	16.9793	696	1,400	11,817.61	23,771.06	35,588.67	2,722.53	3,416.51	355.89	469.77	3,145.87	20.40	10,130.97	45,719.64
G002	077909	Outreach Specialist I	4 / 4	25,839.00	1,730.00	23,332.00	11.2173	696	1,400	7,807.25	15,704.23	23,511.48	1,798.63	2,257.10	235.11	310.35	3,759.99	24.38	8,385.57	31,897.05
G003	104426	Outreach Specialist I	4 / 4	25,839.00	-	26,229.00	12.6101	696	1,400	8,776.63	17,654.13	26,430.76	2,021.95	2,537.35	264.31	348.89	4,164.00	27.41	9,363.91	35,794.67
G004	168025	Billing Specialist II	3 / 4	23,927.00	-	24,186.00	11.6279	696	1,400	8,093.01	16,279.04	24,372.05	1,864.46	2,339.72	243.72	321.71	4,164.00	27.00	8,960.61	33,332.66
G005	133221	Billing Specialist II	3 / 4	23,927.00	-	24,186.00	11.6279	696	1,400	8,093.01	16,279.04	24,372.05	1,864.46	2,339.72	243.72	321.71	4,164.00	27.00	8,960.61	33,332.66
G006	057452	TB Program Manager	18 / 1	68,687.00	-	68,687.00	33.0226	696	1,400	22,983.73	46,231.63	69,215.36	5,294.98	6,644.67	692.15	913.64	4,164.00	27.00	17,736.45	86,951.81
G008	185345	TB Registered Nurse	16 / 1	58,888.00	-	58,888.00	28.3115	696	1,400	19,704.83	39,636.15	59,340.98	4,539.59	5,696.73	593.41	783.30	4,164.00	27.00	15,804.03	75,145.02
G009	Proposed	Clerk III	7 / 0	27,985.00	-	27,985.00	13.4543	696	1,400	9,364.21	18,836.06	28,200.27	2,157.32	2,707.23	282.00	372.24	4,164.00	27.00	9,709.79	37,910.06
G010	Proposed	Limited Medical Radiological Technologist	9 / 1	34,360.00	-	34,360.00	16.5192	696	1,400	11,497.38	23,126.92	34,624.31	2,648.76	3,323.93	346.24	457.04	4,164.00	27.00	10,966.98	45,591.28
				336,199.00	**11,394.00**	**323,170.00**				**108,137.65**	**217,518.27**	**325,655.92**	**24,912.68**	**31,262.97**	**3,256.56**	**4,298.66**	**36,053.86**	**234.19**	**100,018.91**	**425,674.84**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 08/09/11.
2 No cost of living increase is budgeted.
3 2011 fringe benefit rates are used for 2012 with adjustments to projected new rates for 2012 for Health Ins & Unemployment Comp.
4 Actual work hours in grant period used which total to 2,096 for FY 12.
5 A new Clerk III position was proposed to DSHS and approved; Grade 7 / Step 0
6 A new Limited Medical Radiological Technologist position was proposd to DSHS and approved; Grade 9 / Step 1

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.

Agenda Item: 28379

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, September 13, 2011

Summary of request/proposal:
T.B. CONTROL (1293):
1. Approval to create one (1) full-time Clerk III position, slot # G009, grade 5.
2. Approval to create one (1) full-time Limited Medical Radiological Technologist position, slot # G010, grade 9.

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1293	CLERK III	G009	113				5	1	25,256.00	25,256.00
1293	LIMITED MEDICAL RADIOLOGIST TECHNOLOGIST	G010	113				9	1	34,360.00	34,360.00
						0.00			59,616.00	59,616.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
1-1293-441-00-340-008-2-	113	TB CONTROL -	REG F/T EMPLOYEES	$19,948.43
1-1293-441-00-340-008-2-	211	TB CONTROL -	HEALTH INSURANCE	$1,204.62
1-1293-441-00-340-008-2-	212	TB CONTROL -	LIFE INSURANCE	$9.03
1-1293-441-00-340-008-2-	220	TB CONTROL -	FICA	$1,526.05
1-1293-441-00-340-008-2-	230	TB CONTROL -	RETIREMENT	$1,915.05
1-1293-441-00-340-008-2-	250	TB CONTROL -	UNEMPLOYMENT COMP	$99.74
1-1293-441-00-340-008-2-	260	TB CONTROL -	WORKER'S COMP	$0.00
			2011 BUDGETARY IMPACT:	$24,702.92

2012 Budgetary Impact: $49,499.40

Possible Funding Sources: T.B. CONTROL FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-28400 **13. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Requesting approval/permission to apply for the continuation of the DWI Court Grant and designate Rodolfo Perez as the grantee's authorized official

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Back up

RESOLUTION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2011 08:05 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Rodolfo Perez Started On: 09/02/2011 04:46 PM

Final Approval Date: 09/08/2011

Drug Court Programs Solicitation

The Criminal Justice Division (CJD) of the Governor's Office is soliciting competitive applications for projects that support eligible drug court programs during the state fiscal year 2011 grant cycle.

Purpose: The purpose of the Drug Court Program is to support drug courts as defined in Chapter 469 of the Texas Health and Safety Code, which incorporate the following ten essential characteristics:
(1) The integration of alcohol and other drug treatment services in the processing of cases in the judicial system;
(2) The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants;
(3) Early identification and prompt placement of eligible participants in the program;
(4) Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services;
(5) Monitoring of abstinence through weekly alcohol and other drug testing;
(6) A coordinated strategy to govern program responses to participants' compliance;
(7) Ongoing judicial interaction with program participants;
(8) Monitoring and evaluation of program goals and effectiveness;
(9) Continuing interdisciplinary education to promote effective program planning, implementation, and operations; and
(10) Development of partnerships with public agencies and community organizations.

Available Funding: Article 102.0178 of the Texas Code of Criminal Procedure establishes state funding for this purpose and designates CJD as the administering agency. Funds received under this article are deposited to the credit of the drug court account in the general revenue fund.

Standards: Grantees must comply with the standards cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:
(1) proselytizing or sectarian worship;
(2) lobbying;
(3) vehicles or equipment for government agencies that are for general agency use;
(4) weapons, ammunition, explosives or military vehicles;
(5) admission fees or tickets to any amusement park, recreational activity or sporting event;
(6) promotional gifts;
(7) food, meals, beverages, or other refreshments unless the expense is for a working event where full participation by participants mandates the provision of food and beverages and the event is not related to amusement and/or social activities in any way;
(8) membership dues for individuals;
(9) any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state or local funds (e.g., supplanting);
(10) fundraising;
(11) construction;
(12) medical services; and
(13) transportation, lodging, per diem or any related costs for participants, who attend training developed or coordinated using grant funds.

Drug Court Programs Solicitation

Eligible Applicants: Counties and Municipalities.

Requirements:
(1) The presiding judge of a drug court funded under this RFA must be an active judge holding elective office, master or magistrate.
(2) Pursuant to Texas Health and Safety Code §469.006, counties with populations of more than 200,000 are required to establish a drug court.

Project Period: Grant-funded projects must begin on or after September 1, 2010, and expire on or before August 31, 2011.

Application Process: Applicants can access CJD's eGrants website at https://cjdonline.governor.state.tx.us to register and apply for funding.

Preferences: Preference will be given to mandated drug courts under Texas Health and Safety Code, Section 469.006.

Closing Date for Receipt of Applications: All applications must be submitted via CJD's eGrants website on or before April 9, 2010.

Selection Process: Applications will be competitive and reviewed by CJD staff members or a group selected by the executive director of CJD. CJD will make all final funding decisions based on eligibility, reasonableness of the project, availability of funding, and cost-effectiveness.

Contact Person: If additional information is needed, contact Scott Hutchinson at scott.hutchinson@governor.state.tx.us or at (512) 463-1919.

DWI Court

The DWI Court will handle approximately 100 offenders every 6 months for a total population served of 200 offenders per year. Even though this is a small percentage of pending DWI's, the idea behind the program is to stop the revolving door that DWI's perpetuate.

Offenders who met the criteria;
been charged with a misdemeanor DWI and,
have a previous DWI arrest in their past and,
have no felony convictions and,
been assessed for chemical dependency issues,
will be accepted into the program.

The program will consist of several phases(these are still in the planning stage);

1) orientation and detailed criminogenic assessment (looking for issues that might inhibit success that are not substance abuse) (2 weeks)
2) treatment phase, substance abuse plus other cognitive treatment as needed (12-16 weeks)
3) discharge phase (10-12 weeks)

All participants will attend the court every other week during the orientation phase and transition to once a month court appearances in phase three.

All participants will have weekly office visits during phase 1, twice a month in phase 2 and monthly office visits in phase 3.

In addition numerous home and field visits will be conducted.

Hidalgo County DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County DWI Court be operated for the 2012 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County DWI Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this 13th day of September, 2011

Grant Number: _2413902_____

AI-28477 **13. B.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Arnold Patrick, Director **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to include the Hidalgo County DWI/Drug Court Program on the Jury Summons as an option for jury members to be able to donate their jury compensation as allowed under Sec. 61.003 (A) and (B) Government Code

BACKGROUND

Attachments

email

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	09/08/2011 11:09 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Monica Badillo Started On: 09/08/2011 10:37 AM

Final Approval Date: 09/08/2011

Laura Hinojosa
District Clerk
Jury Administration Office
Courthouse
100 N. Closner
Edinburg, Texas 78539
ejuror@co.hidalgo.tx.us

JURY SUMMONS

JUROR BADGE
HIDALGO COUNTY, TEXAS

NAME:

NUMBER:

BAR CODE:

GREETINGS: You are hereby summoned to appear at the Courthouse Auditorium, 100 N. Closner, 1st Floor, Edinburg, Texas, to serve as a Petit Juror in the District and County Courts of Hidalgo County. For further information call the District Clerk's Office at (956) 318-2200 ext 6277 between the hours of 7:30 a.m. and 5:30 p.m. TUESDAY to FRIDAY.

PLEASE USE DESIGNATED PARKING EASTSIDE OF COURTHOUSE

YOUR APPEARANCE DATE IS:

MONTH	DAY	YEAR	TIME

BRING THIS TOP SUMMONS WITH YOU ON YOUR APPEARANCE DATE.

WARNING

You must under penalty of law, answer this summons in person at the respective time and date. THE LAW PROVIDES A FINE OF $100 TO $500 FOR BEING LATE OR FAILING TO APPEAR. No person except a District Judge may excuse a juror from serving.

Any person who files a false claim exemption may be punished by a fine of not less than $100 nor more than $500.

TO CLAIM A LEGAL EXEMPTION BY MAIL SEE BACK OF THIS FORM.

^ DETACH HERE AND MAIL ^ ^ DETACH HERE AND MAIL ^ ^ DETACH HERE AND MAIL ^ ^ DETACH HERE AND MAIL ^

THE FOLLOWING "JUROR QUESTIONNAIRE" IS MANDATED BY GOVERNMENT CODE, SECTION 62.0132.

Your answers are CONFIDENTIAL and may be disclosed only to the judge, court personnel, the litigant, and the litigant's attorney.

MARKING INSTRUCTIONS

- Use a blue or black pen
- Fill out on hard surface
- Make heavy marks that fill the oval completely
- Erase any changes completely
- Make no stray marks

Example:
Correct Mark
EXAMPLE

NAME:

NUMBER:

BAR CODE:

JUROR QUESTIONNAIRE

COMPLETE THE JUROR QUESTIONNAIRE IMMEDIATELY AND RETURN WITHIN 5 DAYS IN THE ENCLOSED ENVELOPE.

JUROR NAME (First, Middle)

MAILING ADDRESS

CITY **STATE** **ZIP** –

DATE OF BIRTH – – **AGE**

HOW LONG HAVE YOU LIVED IN HIDALGO COUNTY? Years – Months

Are you a U.S. Citizen?
- Yes
- No

Marital Status:
- Married
- Single
- Divorced
- Widowed

Religion:
- Catholic
- Baptist
- Jehovah's Witness
- Jewish
- Lutheran
- Methodist
- Presbyterian
- Muslim
- Other

Sex:
- Male
- Female

Race: (required by State Law)
- Asian/Pacific Islander
- Black/African American
- Mexican American
- Hispanic
- White/Caucasian
- Other

Highest Level of Education Completed?
- Did not receive H. S. Diploma or GED
- H. S. Diploma
- GED
- 2 year College
- 4 year College/University
- Post-graduate

HOME PHONE NUMBER – –

ALTERNATE PHONE NUMBER – –

Your Occupation

Your Employer **How Long?** years

Spouse's Name **No. of Children** **Ranges of Age** From years to years

Spouse's Occupation **Spouse's Employer** **How Long?** years

Have you ever served on a:

Civil Jury?
- Yes
- No

Criminal Jury?
- Yes
- No

SECTION 61.003 (A) AND (B) GOVERNMENT CODE gives you the right to donate your jury compensation to **either** of the following non-profit organizations selected by the Hidalgo County Commissioner's Court. Your payment is calculated at the rate of $16.00 for the first day and $40.00 each day thereafter.

* Please see www.co.hidalgo.tx.us/districtclerk or back page for additional non-profit organization information.

- * I want to donate all or part of my jury compensation to the non-profit organization indicated: (Indicate the amount in whole dollars or write in ALL)
- NO DONATION

* Hidalgo County Child Welfare Board	* Rainbow Room	* Hidalgo County Victims of Domestic Violence	* Victims of Crime Fund (Austin)
$	$	$	$

****DO NOT WRITE BEYOND THIS AREA****

I certify that all answers are true and correct.

JUROR SIGNATURE _____ DATE _____

Please see exemptions and disqualifications on the back of this form

F284244

for cc 9/13/11

AI-28411 **14. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of the following documents as required by the Texas Division of Emergency Management (TDEM):
1. Annex D - Radiological Protection
2. Annex F - Firefighting
3. Annex H - Health & Medical Services
4. Annex K - Public Works

BACKGROUND

The Emergency Management Plan and Annexes D (Radiological Protection), F (Firefighting) , K (Public Works), and H (Health & Medical Services) must be submitted to TDEM prior to September 19, 2011. TDEM requires Emergency Management Plans and Annexes be updated every five years.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Annex D

Annex F

Annex H

Annex K

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2011 04:43 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Erika Reyna Started On: 09/06/2011 03:13 PM

Final Approval Date: 09/08/2011

ANNEX D

RADIOLOGICAL PROTECTION

Hidalgo County

Jurisdiction

Ver. 4.0
03/06

APPROVAL & IMPLEMENTATION

Annex D

Radiological Protection

Signature	Date
Signature	Date

RECORD OF CHANGES

Annex D

Radiological Protection

Change #	Date of Change	Entered By	Date Entered

ANNEX D

RADIOLOGICAL PROTECTION

I. AUTHORITY

A. Refer to Section I of the basic plan for general authorities.

B. OSHA Regulation 29 CFR 1910.120, *Hazardous Waste Operations and Emergency Response.*

C. Annex D, Radiological Emergency Management, to *the State of Texas Emergency Management Plan*.

II. PURPOSE

The purpose of this annex is to define organizational concepts and procedures, establish the local organization, and to assign responsibilities for an effective operational radiological protection program (RPP) for preparation and response in the event of a radiological emergency affecting this jurisdiction. This will allow our jurisdiction to provide a coordinated response to emergencies involving radioactive materials and for determination and implementation of local measures to protect life, property, and the environment during the course of the event.

III. EXPLANATION OF TERMS

DOE	(US) Department of Energy
DHS	Department of Homeland Security
DPS	Department of Public Safety
DSHS	Department of State Health Services
EOC	Emergency Operations Center
EMC	Emergency Management Coordinator
FEMA	Federal Emergency Management Agency
GDEM	Governor's Division of Emergency Management
OSHA	Occupational Safety and Health Administration
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
NIMS	National Incident Management System
NRC	Nuclear Regulatory Commission
RCP	Radiation Control Program
RO	Radiological Officer
RPP	Radiation Protection Program
SMRAP	The Southern Mutual Radiation Assistance Plan
SOP	Standard Operating Procedures
TLETS	Texas Law Enforcement Telecommunications System
TxDOT	Texas Department of Transportation

IV. SITUATION & ASSUMPTIONS

A. Situation

1. General.

   a. See the general situation statement and hazard summary in Section IV.A of the Basic Plan.

   b. Radioactive materials are hazardous materials that receive special coverage in state and federal laws and regulations covering such materials. However, radiological materials are also subject to a number of specific state and federal laws and regulations that control the handling and use of such materials, and plans that establish unique state and federal procedures for handling incidents involving them. In addition, the state and federal agencies that provide advice and assistance to local governments during radiological incidents differ from those that provide advice and assistance during most other hazardous materials incidents

   c. Except for radiological incidents involving federal facilities or federally owned nuclear materials, the State or local government has the responsibility for taking required emergency response actions. Response from this jurisdiction will be in compliance with the National Incident Management System (NIMS) operating principles and protocols, and will constitute general guidance for all responders to the radiological incident. Support may be requested from federal agencies pursuant to the National Response Plan (NRP). The Department of Homeland Security (DHS) has overall responsibility of all actual and potential Incident of National Significance and accidents or incidents involving nuclear or radioactive materials that may or may not rise to the level on an Incident of National Significance. Various federal coordinating agencies will lead the response to incidents of lesser severity by coordinating federal radiological monitoring assistance to state and local governments

   d. The Department of State Health Services, Radiation Control Program (DSHS/RCP), as the state radiation control agency, has primary responsibility for the state radiological protection program. DSHS/RCP also provides statewide training for ROs and radiological monitors.

   e. The federal agency responsible for accidents at nuclear facilities licensed by the State of Texas or incidents involving shipments of radioactive materials licensed by the State is the Nuclear Regulatory Commission (NRC). The US Department of Energy (DOE) and Department of Defense (DOD) have the lead federal role in incidents at their facilities or accidents involving their shipments. Each of these federal agencies in addition to the United States Coast Guard (USCG), the Environmental Protection Agency (EPA), and the National Aeronautics and Space Administration (NASA) may serve as a coordinating agency for DHS.

   f. Additional external resources may be available and requested by the State of Texas in accordance with the Southern Mutual Radiation Assistance Plan (SMRAP).

2. Radiological Hazards.

   a. This jurisdiction is susceptible to accidents involving radioactive materials at fixed sites and/or in transport. Hospitals and medical facilities use a wide range of radioactive sources in nuclear medicine, as well as, in research and development programs. Radioactive sources are used to x-ray pipe welds, in well logging, and for many other common industrial and business uses. These sources can be extremely hazardous (life threatening) when removed from their containers, either intentionally or by accident. A variety of radioactive materials are transported on our highways and rail systems, sometimes in unmarked vehicles. Additionally, radioactive materials may be present on some aircraft.

B. Assumptions

1. We may experience radiological emergency situations, which may threaten public health and safety, private or public property and/or the environment, which will necessitate the implementation of protective actions for the public at risk.

2. A nuclear attack against the United States is considered highly unlikely. The deliberate release of radioactive materials by criminals or terrorists in the local area is possible, but considered unlikely.

3. Proper development and execution of a RPP can significantly reduce the number of casualties that could result from a radiological accident. A combination of trained local radiological personnel, operational detection equipment, and containment/decontamination equipment and facilities should be available to detect, assess the threat posed by, and contain radiological accidents.

4. We must be prepared to carry out the initial emergency response on an independent basis. If our resources alone are inadequate to cope with a radiological incident we may request state assistance through our Disaster District. The DSHS/RCP, as the state radiation control agency, will provide advice and assistance to local personnel in responding to an incident involving an actual or suspected radiological release.

5. Local emergency operations, including the use of mutual aid resources, will be directed by local officials, except in those situations where state or federal law requires that a state or federal agency exercise lead responsibility or where local responders lack the necessary expertise and/or equipment to cope with the incident and agree to permit those with the expertise to take charge.
6. The State may request supplemental emergency assistance from other states or from the federal government when local and state resources are insufficient to deal with the emergency.

V. CONCEPT OF OPERATIONS

A. General

1. A basic local radiation protection program (RPP) consists of the Emergency Operations Center (EOC) and an incident response capability that includes one or more Radiological Officers (ROs) to manage the program and trained radiological monitors equipped with appropriate radiation detection and communication equipment.

2. To conduct an effective RPP, we will:

   a. Maintain information on radiological monitoring instruments by type, number, location, and owner. We own and maintain specialized radiological detection equipment. See Appendix 1 for a list of radiological monitoring resources within our jurisdiction.

   b. Establish procedures for initial emergency response to radiological accidents. See the Radiological Incident Response Checklist in Appendix 2.

   c. Establish a radiological incident reporting system. See Appendix 3.

   d. Appoint personnel and provide training to local emergency responders, emergency management personnel, ROs, and radiological monitors. See Appendix 4.

   e. Establish procedures for decontamination and recovery operations.

B. Radiological Accidents

1. Discovery. Radiological accidents may be discovered by the public, by businesses that use or transport such materials, or by local responders who are summoned to an accident site. Local personnel are likely to be first emergency responders on the scene of a radiological accident. The first local emergency responder at the scene will take charge, initiating the incident command system (ICS), and serve as the Incident Commander until relieved by a more senior or more qualified individual.

2. Local Notification. The Incident Commander will provide information on the incident to local officials through the Communications Center using the Hazardous Materials Incident Report provided in Tab A to Appendix 3. The Incident Commander shall make an initial assessment of the situation, to include an estimate of the likelihood of a release of radiological materials. If it appears that radiological materials have been released into the environment or such a release appears likely, the EOC will be activated to support the incident response.

3. Response Actions. The Incident Commander should identify response resources required and direct the on-scene response to contain or prevent spread of contamination at the incident site. The initial response should be accomplished in accordance with established hazardous materials response criteria and the general checklist in Appendix 2. At least one trained RO or radiological monitor should participate in the response to a known or suspected radiological incident.

4. Protective Actions.

   a. Short Term.

1) If it appears that a release of radiological materials has occurred or is possible, the Incident Commander is responsible for determining and implementing appropriate protective actions for the public in the immediate area of the incident. The Incident Commander is also responsible for advising personnel responding to the incident of potential hazards and determining requirements for personal protective equipment (PPE). Responders who lack appropriate hazardous materials training and appropriate PPE should not be committed to radiological incidents.

2) If it appears that a radiological release has or may affect areas beyond the incident site, the incident commander should coordinate with the EOC to agree upon a division of responsibilities for warning the public, making required notifications, implementing protective actions for the public in areas beyond the incident site, and obtaining additional resources and technical assistance.

3) Suitable initial public protective actions for a radiological incident may include evacuation and/or sheltering in place. Appendix 4 to Annex Q, Hazardous Materials & Oil Spill Response provides additional information on selecting public protective measures.

b. Long-term Protective Measures. DSHS/RCP will normally conduct a detailed incident assessment, identify affected areas through radiological monitoring, recommend follow-on protective measures to protect public health, and oversee recovery operations. Long-term protective measures may be implemented by DSHS or other state regulatory agencies and may include controls on the movement and use of livestock, foodstuffs, milk, and feed from contaminated areas and on the use of drinking or irrigation water from contaminated sources.

5. State and Federal Notifications. The Communications Center or the EOC, if activated, shall be responsible for making required emergency notifications to state and federal agencies. Radiological releases should be reported to:

   a. The local Department of Public Safety (DPS) office in, at McAllen, which will relay information to the Disaster District Committee (DDC) and the Governor's Division of Emergency Management.
   b. The DSHS/RCP at 512-458-7460 (24-hour).
   c. The State Environmental Hotline at 1-800-832-8224.
   d. The National Response Center at 1-800-424-8802.
   e. If incident involves a deliberate release of radiological materials, the FBI office in McAllen at 956-984-6300.

   See Appendix 3, Texas Radiological Incident Reporting System, and Tab A to Appendix 3, Hazardous Materials Incident Report, for additional information.

6. State & Federal Assistance. The EOC is responsible for coordinating with the DSHS/RCP to obtain technical advice and assistance regarding radiological issues. The DSHS/RCP staff in Austin has the capability to provide advice by telephone to the EOC or directly to the Incident Commander until DSHS/RCP personnel arrive on the scene. The DSHS/RCP may formulate requests for the Governor for additional radiological monitoring and assessment assistance from the federal government or from

other states, if required. The County Judge may request other types of state assistance through the Disaster District Committee Chairperson.

7. Situation Updates. The Incident Commander shall provide situation updates to the EOC; the EOC should prepare and transmit situation reports to the Disaster District. See Annex N for guidance on situation reporting.

8. Monitoring of Emergency Workers. Exposure records and medical follow-up will be provided for responders who have entered contaminated areas.

9. US Government Nuclear Materials. In the event of a radiological accident involving nuclear weapons, special nuclear material (SNM), or classified components, the federal agency, which owns that material may declare a National Defense Area (NDA) or National Security Area (NSA) around the site and take exclusive control within that area. NDAs and NSAs are established to safeguard classified information or restricted data, equipment, or material.

10. US Department of Energy (DOE) Shipments. US DOE has jurisdiction on accidents involving DOE transuranic waste shipments. Information on these shipments and guidance on dealing with incidents involving such shipments is provided in Appendix 5.

C. Deliberate Acts

The deliberate release of radioactive materials is a crime under a number of state and federal laws. Any incident of this type must be promptly reported to local and state law enforcement agencies. The Federal Bureau of Investigation (FBI) has lead responsibility for criminal investigations of terrorist acts or terrorist threats involving weapons of mass destruction (WMD), including improvised radiological dispersion devices; the Department of Public Safety (DPS) is the lead state agency. The DHS is responsible for overall coordination of all actual and potential Incidents of National Significance and accidents or incidents involving radiological materials that may or may not rise to the level of an Incident of National Significance; GDEM is the lead state agency. If a release of radiation is believed to be an act of terrorism, we will ensure the incident is reported to both to the Texas Department of Public Safety (DPS) and the FBI. More information on dealing with terrorist events is provided in Annex V, Terrorist Incident Response.

D. Activities by Phases of Emergency Management

1. Prevention

   a. Maintain an effective public warning system.

   b. Establish/maintain a hazardous cargo route.

2. Preparedness

   a. Establish a RPP system.

   b. Select and train RPP personnel.

c. Ensure responders have data available on local facilities that are licensed to use, store, or transport radiological materials. This information may be obtained from the DSHS/RCP.

d. Ensure radiation detection instruments are available and operational.

e. Educate the public about radiological hazards and protective actions.

3. Response

a. Activate the RPP system

b. Respond in accordance with the guidelines in Appendix 2.

c. Provide information and instructions to the public.

4. Recovery

a. Ensure radiation source material is removed and ensure access to contaminated areas is controlled until they are cleaned up. Cleanup will normally be performed by a contractor supervised by state or federal agencies and paid for by the responsible party, if one can be located.

b. Work with state and federal agencies to assess damage, if any.

c. Work with the DSHS/RCP to continue area radiation monitoring, if required.

d. Work with the DSHS/RCP to determine the cause of the incident and determine liability.

e. Keep the public informed about the status of the incident.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. The Radiological Officer (RO) is in charge of the RPP on a day-to-day basis. Once a radiological accident occurs, responsibility for managing and directing the response is assigned to the Incident Commander and responsibility for coordinating external support is assigned to the EOC staff.

2. Effective response to a radiological incident requires a coordinated response by local departments, agencies, and officials, together with representatives of the facility or company responsible for the incident, augmented, in certain circumstances, by state and federal agencies with responsibilities for radiological incidents. Technical assistance for a radiological incident may be provided by the facility, by state and federal agencies, or by industry. See paragraph V.B.6, this annex for more information on state and federal assistance.

B. Assignment of Responsibilities

1. The Fire Marshal will designate one or more Radiological Officers to coordinate all radiological protection program activities.

2. The Incident Commander (IC) will:

   a. Manage emergency response resources and operations at the incident site to control the incident.

   b. Determine and implement protective actions for emergency responders and the public in the vicinity of the incident site.

3. Fire Service(s) will:

   a. Provide personnel and equipment to contain or control radiological incidents.

   b. Carry out initial radiological monitoring needed to assess the situation and determine protective actions. State or federal agencies may provide follow-on radiological monitoring assistance.

   c. Carry out initial decontamination where needed. Large-scale decontamination, if needed, may be coordinated by state or federal agencies.

   d. Assist in evacuation, if necessary.

4. The Radiological Officer will:

   a. In January of each year, obtain a current listing of local licensed users of radiological materials from DSHS/RCP, maintain a copy of that list, and provide copies to emergency response elements for use in operational planning.

   b. Ensure a sufficient number of radiological detection instruments are in-place and operational.

   c. Ensure selected emergency responders are provided training in radiological monitoring.

   d. Schedule and conduct an annual review of this annex and coordinate update of the annex, if needed.

5. Law Enforcement will:

   a. Restrict access to incident sites and contaminated areas to protect public health and safety.

   b. Organize and conduct evacuations and provide traffic control as needed, if necessary.

c. Assist in warning the public, as necessary.

d. If the release of radiation appears deliberate, control the scene, apprehend suspects, conduct an investigation, and if, the incident appears to be terrorism-related, ensure DPS and the FBI are advised.

6. EMS will**:**

a. Provide medical care and transportation for casualties.

b. Alert hospitals of the potential for contaminated victims.

7. Hospital(s) will:

a. Provide medical care for casualties as needed.

b. Be prepared to decontaminate contaminated patients.

8. Other Departments & Agencies will:

a. Provide personnel, equipment, and supplies requested to support emergency operations.

b. Provide technical assistance to the Incident Commander and the EOC upon request.

c. In accordance with established procedures, provide personnel to staff the Incident Command Post (ICP) or EOC when activated.

VII. DIRECTION & CONTROL

A. Guidance. The [County Judge/Mayor] will establish local policies relating to radiological protection and may provide general guidance for emergency operations.

B. Program Management. The RO will carry out day-to-day management of the RPP.

C. Operational Direction. During radiological incidents, the IC will manage radiological response operations at the incident site. The IC and the EOC shall agree upon a division of responsibilities for specific tasks. Typically, the EOC will conduct support operations, including activating additional resources and requesting external resources, making required notifications and reports, coordinating large scale evacuations and area traffic control, disseminating emergency public information, and other tasks to sustain emergency operations.

D. Communications. Telephone, radio, teletype, e-mail, and/or facsimile will be used to transmit reports of radiological incidents, obtain technical assistance, exchange information, and provide direction and control.

VIII. READINESS LEVELS

Most radiological incidents typically occur without warning. Hence, developing a systematic set of increased readiness actions is difficult.

A. Level IV - Normal Conditions.

See the prevention and preparedness activities in Section V.D, Emergency Management Activities by Phase.

B. Level III - Increased Readiness. Increased Readiness may be appropriate if there is a greater than normal threat of a radiological incident. Initiating conditions may include a radioactive source missing in our region, notification that a significant radioactive shipment will be transiting our area, or a significant change in the Homeland Security Threat Level due to a radiological threat. Level 3 readiness actions may include:

1. Monitoring the situation.

2. Informing first responders of the situation.

3. Ensuring the hazardous materials response team (if available) is aware of the situation and can respond if necessary.

C. Level II - High Readiness. High Readiness may be appropriate if there is an increased risk of a radiological incident. Initiating conditions may include a significant radiological shipment is transiting through our area, a radioactive source is missing in our jurisdiction, or notification of a significant change in the Homeland Security Threat Level due to a specific radiological threat. Level 2 readiness actions may include:

1. Monitoring the situation.

2. Alerting personnel for possible emergency duty and deploying personnel and equipment to investigate incidents.

3. Checking equipment and increasing short-term readiness if possible.

4. Issuing public warning and providing public information if necessary.

D. Level I - Maximum Readiness. Maximum readiness is appropriate when there is a significant possibility of a radiological release. Initiating conditions might include a lost radioactive source being located in the local area, activation of radiological alarms at a landfill screening point, an incident at a facility licensed to use radiological materials, or notification of a significant change in the Homeland Security Threat Level due to a specific radiological threat addressing this jurisdiction or facilities possessing radioactive materials. Level 1 readiness actions may include:

1. Investigating the situation and partially or fully activating the EOC to monitor it.

2. Placing first responders in alert status; placing off-duty personnel on standby.

3. Advising appropriate state and federal agencies.

4. Preparing to issue and issuing public warning if it becomes necessary.

IX. ADMINISTRATION & SUPPORT

A. Agreements & Contracts

Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from mutual aid agreements, state and/or federal agencies, and industry in accordance with existing mutual-aid agreements and contracts.

B. Reports & Records

1. Situation Reports. If there has been an actual release of radioactive materials, the EOC should prepare and disseminate a periodic situation report to state and federal agencies, through the DDC, until the situation is resolved. It may be desirable to also disseminate this report to nearby jurisdictions and to those cities or counties that are providing mutual aid resources. See Annex N, Direction and Control, for the format of and instructions for this report.

2. Activity Logs. The ICP and the EOC shall maintain accurate logs recording key response activities; activities to be logged are outlined in Section IX of our Basic Plan.

3. Response & Recovery Expenses. As it may be possible to recover some expenses incurred in responding to a release of radiological materials from the responsible party, insurers, or the federal government, each department or agency shall maintain detailed records of labor costs, equipment usage, and supplies expended to respond to or recover from an actual radiological release.

4. Post-Incident Review. A post-incident critique shall be conducted in the aftermath of any incident that resulted in an actual release of radiological materials.

C. Maintenance of Radiological Equipment

1. All radiological monitoring devices owned by [County/City] will be maintained in accordance with the manual of instructions for those instruments.

2. State-owned instrument sets obtained from DSH/RCP are normally exchanged periodically by the DSHS/RCP so they can be serviced and calibrated. The RO will coordinate instrument exchanges, calibrations, and any out-of-cycle maintenance requirements for state-owned instruments with DSHS/RCP.

D. Training

Federal law requires that individuals, who respond to hazardous materials incidents, including radiological incidents, should be adequately trained and equipped for the tasks they will perform. Training is available through a combination of federal, state, and local sources; see Appendix 4.

X. PLAN DEVELOPMENT & MAINTENANCE

A. Development. The Fire Marshal is responsible for developing and maintaining this annex.

B. Maintenance. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the basic plan.

XI. REFERENCES

U.S. Department of Transportation and Transport, *Emergency Response Guidebook.*

FEMA, *Guide for All-Hazard Emergency Operations Planning*, SLG-101.

FEMA, *Guidance for Developing State, Tribal, and Local Radiological Emergency Response Planning and Preparedness for Transportation Accidents*, FEMA-REP-5.

APPENDICES:

Appendix 1 ..... Radiological Instrument Inventory
Appendix 2 ..... Radiological Incident Response Checklist
Appendix 3 ..... Texas Radiological Incident Reporting System
Tab A ..... Hazardous Materials Incident Report
Appendix 4 ..... Radiological Response Training & Instruments

RADIOLOGICAL INSTRUMENT INVENTORY

See Attachment B to Appendix 1

RADIOLOGICAL INCIDENT RESPONSE CHECKLIST

4	Action Item	Assigned
	1. If the situation requires it, isolate the site and deny access. • Use emergency vehicles, barricades, barrier tape, etc.	
	2. Classify incident, provide basic situation information to dispatch, and identify response resources required. See Incident Classification page 3, this appendix. • Level I – Incident • Level II – Emergency • Level III – Disaster	
	3. Record situation on a Hazardous Materials Incident Report (see Appendix 3, Tab A) and provide to [Dispatch/Communications Center].	
	4. [Dispatch/Communications Center] should relay situation information to emergency responders, who should dispatch forces in accordance with their SOPs. If separate fire and law enforcement [Dispatch/ Communications Centers] are used, the center receiving the initial report should pass it to the other dispatch center.	
	5. Determine extent of danger to responders and establish requirements for personal protective equipment (PPE) and specialized response equipment. See Response Personnel Safety in Annex Q, Appendix 4.	
	6. Ascertain extent of danger to general public; determine specific areas and special facilities (schools, hospitals, nursing homes, prisons, and other institutions), if any, at risk.	
	7. Develop initial action plan to contain and control the release of radiological material.	
	8. Determine appropriate protective actions for the public and special facilities. See Annex Q, Appendix 4. If evacuation is contemplated, see the General Evacuation Checklist in Annex E, Evacuation.	
	9. Initiate warning and issue protective action recommendations for the general public. See Annex A, Warning, and Annex I, Emergency Public Information.	
	10. Warn special facilities, provide protective action recommendations and instructions, and determine requirements for assistance. Provide assistance requested.	
	11. If evacuation will be conducted, provide traffic control and be prepared to provide transportation to those who lack it.	
	12. If evacuation will be conducted, provide traffic control and be prepared to provide transportation to those who lack it.	
	13. Warn other communities that may be threatened by the radiological release.	
	14. If possibility exists of casualties that are contaminated with radiological material, ensure EMS units and hospitals are so advised.	
	15. If evacuation is recommended, staff and open temporary shelters for evacuees. See Annex C, Shelter and Mass Care.	

4	Action Item	Assigned
	16. Notifications: See Tab A to Appendix 3 for notification procedures and telephone numbers. The DSHS/RCP must be contacted for radiological accidents. They can provide assistance as needed. See paragraph V.B.6, this annex. • Advise the responsible party to report release to state and federal authorities as required by state and federal statutes and regulations. • If the [County/City] is responsible for the release, it must make required notifications to state and federal agencies. • If the responsible part cannot be identified/located, [County/City] should make required notifications, making it clear that the responsible party is presently unknown.	
	17. If water or wastewater systems are threatened by radioactive contamination, advise system operators so they may implement preventative measures.	
	18. If on-scene technical assistance is required, request assistance from industry or appropriate state or federal agencies.	
	19. If additional response resources are required, request them. • Invoke mutual aid agreements. • Summon HAZMAT response contractor, if one is under contract. • Request assistance from the State through the Disaster District.	
	20. Provide updated information on the incident to the public through media releases.	
	21. Continuously document actions taken, resources committed, and expenses incurred.	
	21. Retain message files, logs, and incident-related documents for use in incident investigation and legal proceedings and to support claims for possible reimbursement from the responsible party or state and federal agencies.	
	22. Assess contamination and determine which areas are safe to re-enter. Determine and implement remediation measures for other areas.	
	23. As evacuated areas are determined to be safe to reenter, advise evacuees and special facilities they may return, providing traffic control as needed.	
	24. Curtail shelter and mass care operations as evacuees depart.	
	25. If some areas will require long-term cleanup before they are habitable, develop and implement procedures to mark and control access to such areas. NOTE: Clean up is the responsibility of the responsible party.	
	26. If some areas will require long-term cleanup before they are habitable, develop and implement procedures to mark and control access to such areas. NOTE: Clean up is the responsibility of the responsible party.	
	27. Assist evacuees who cannot return to their homes in finding temporary housing and obtaining social services.	
	28. Conduct post-incident review of response operations.	

Incident Classification.

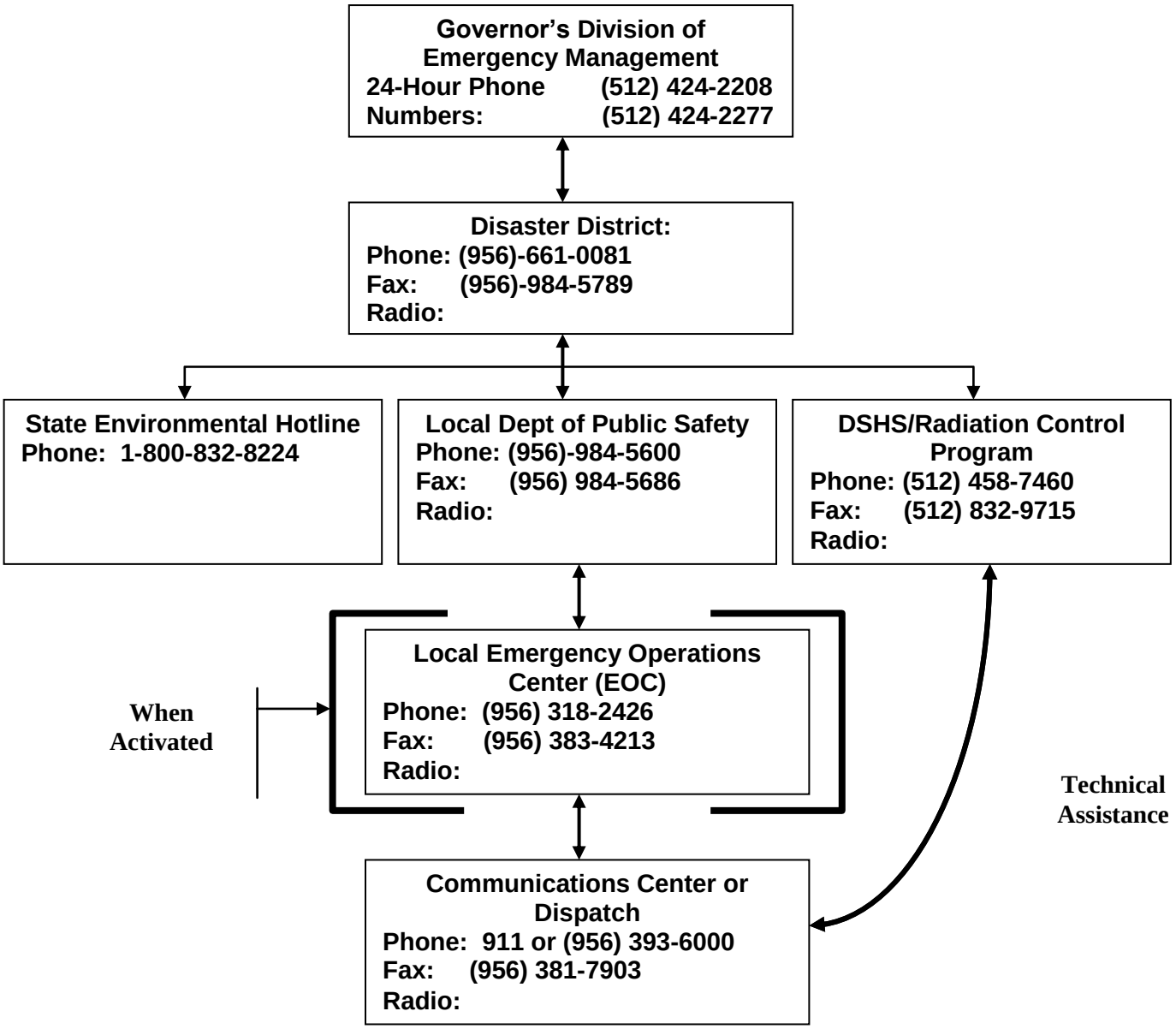
Level I – Incident. An incident is a situation that is limited in scope and potential effects; involves a limited area and/or limited population; evacuation or sheltering in place is typically limited to the immediate area of the incident; and warning and public instructions are conducted in the immediate area, not community-wide. This situation can normally be handled by one or

two local response agencies or departments acting under an Incident Commander (IC), and may require limited external assistance from other local response agencies or contractors.

Level II – Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. It does or could involve a large area, significant population, or critical facilities; require implementation of large-scale evacuation or sheltering in place and implementation of temporary shelter and mass care operations; and require community-wide warning and public instructions. You may require a sizable multi-agency response operating under an IC; and some external assistance from other local response agencies, contractors, and limited assistance from state and federal agencies.

Level III – Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. It involves a large area, a sizable population, and/or critical resources; may require implementation of large-scale evacuation or sheltering in place and implementation of temporary shelter and mass care operations and requires a community-wide warning and public instructions. This situation requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.

TEXAS RADIOLOGICAL INCIDENT REPORTING SYSTEM



HAZARDOUS MATERIALS INCIDENT REPORT

INITIAL CONTACT INFORMATION

Check one: _____ This is an ACTUAL EMERGENCY _____ This is a DRILL/EXERCISE

1. Date/Time of Notification: _____ Report received by: _____
2. Reported by (name & phone number or radio call sign): _____
3. Company/agency and position (if applicable): _____
4. Incident address/descriptive location: _____
5. Agencies at the scene: _____
6. Known damage/casualties (do not provide names over unsecured communications): _____

CHEMICAL INFORMATION

7. Nature of emergency: (check all that apply)
   ___ Leak ___ Explosion ___ Spill ___ Fire ___ Derailment ___ Other
   Description: _____
8. Name of material(s) released/placard number(s): _____
9. Release of materials:
   _____ has ended _____ is continuing Estimated release rate & duration: _____
10. Estimated amount of material, which has been released: _____
11. Estimated amount of material, which may be released: _____
12. Media into which the release occurred: _____ air _____ ground _____ water
13. Plume characteristics:
    a. Direction (Compass direction of plume): _____ c. Color: _____
    b. Height of plume: _____ d. Odor: _____
14. Characteristics of material (color, smell, liquid, gaseous, solid, etc) _____
15. Present status of material (solid, liquid, gas): _____
16. Apparently responsible party or parties: _____

ENVIRONMENTAL CONDITIONS

17. Current weather conditions at incident site:
    Wind From: _____ Wind Speed (mph): _____ Temperature (F): _____
    Humidity (%): _____ Precipitation: _____ Visibility: _____
18. Forecast: _____
19. Terrain conditions: _____

HAZARD INFORMATION
(From ERG Guidebook, MSDS, CHEMTREC, or facility)

20. Potential hazards: _____

21. Potential health effects: _____

22. Safety recommendations: _____

Recommended evacuation distance: _____

IMPACT DATA

23. Estimated areas/ populations at risk: _____

24. Special facilities at risk: _____

25. Other facilities with Hazmat in area of incident: _____

PROTECTIVE ACTION DECISIONS

26. Tools used for formulating protective actions

_____ a. Recommendations by facility operator/responsible party
_____ b. *Emergency Response Guidebook*
_____ c. Material Safety Data Sheet
_____ d. Recommendations by CHEMTREC
_____ e. Results of incident modeling (CAMEO or similar software)
_____ f. Other: _____

27. Protective action recommendations:

____ Evacuation ____Shelter-In-Place ____Combination ____No Action
____ Other _____
Time _____ Actions Implemented _____
_____
_____
_____
_____

28. Evacuation Routes Recommended: _____

EXTERNAL NOTIFICATIONS

29. Notification made to:

_____ National Response Center (Federal Spill Reporting)	1-800-424-8802
_____ Texas Environmental Hotline (State Spill Reporting)	1-800-832-8224
_____ CHEMTREC (Hazardous Materials Information)	1-800-424-9300
_____ TCEQ (Most Hazmat spills, except as indicated below)	1-800-832-8224
_____ RRC (Oil/gas spills - production facilities, intrastate pipelines)	1-361-242-3113
_____ DSHS/RCP (Radiological incidents) (24 Hours)	(512) 458-7460
_____ Disaster District Location: McAllen]	956-661-081
_____ GDEM State Operations Center (SOC) Austin (24 Hrs)	(512) 424-2277

30. Other Information: _____

RADIOLOGICAL RESPONSE TRAINING & INSTRUMENTS

1. The County Radiological Officer (RO) is responsible for coordinating the procedures in this appendix.

2. The purpose of this appendix is to provide guidelines and procedures for maintaining an adequate number of personnel trained to deal with radiological accidents and to maintain radiation detection instruments in operational condition.

   a. Personnel training.

      1) Municipal Fire Departments will have five individuals trained as radiological officers.

      2) DSHS Community Preparedness Section provides training for Radiological Officers and radiological monitors. Courses available include:

         a) Fundamentals Course for Radiological Monitors – 8 hours

         b) Advanced Course for Radiological Monitors – 32 hours

      Additional training is also available from the Federal Emergency Management Agency (FEMA) in the form of independent study or residential training.

      3) Personnel trained in radiological protection and decontamination techniques should receive the FEMA-approved refresher training at least every three (3) years

      4) The Fire Departments shall have at least one individual trained in radiological response and on the use of radiation detection instruments on each shift.

   b. Radiation detection instruments

      1) Inspections, maintenance, and repair of radiation detection instruments will be completed according to the owner's manual for those devices owned by Hidalgo County.

      2) Instruments on loan from the State will be inspected, maintained, and repaired according to instructions from the DSHS Community Preparedness Section.

      3) Instruments sets used to respond to a possible radioactive material accident should be located in vehicles or 24-hour dispatch offices, such as fire stations, law enforcement, or emergency medical service facilities.

      4) All other radiation detection/measuring instruments, not maintained in 24-hour facilities, should be secured in a dry (low humidity) location.

SHIPMENTS OF TRANSURANIC WASTE

This Appendix is not applicable and has been deleted.

Attachment B to Appendix 1

08/30/11
Page: 1

TEXAS DEPARTMENT OF HEALTH
Radiological Monitoring Instrument

Storage Name	Storage Address	777	777-1	777-2	777-3	777-A	700P	Misc	Last Visit
County: Hidalgo									
City: Alamo									
Alamo Fire Department	125 S 9th	0	4	0	0	0	0	0	05/25/05
Subtotals For City of Alamo:		0	4	0	0	0	0	0	
City: Alton									
Alton Fire Department	203 W. Main (FM 676)	0	3	0	0	0	0	0	05/24/05
Subtotals For City of Alton:		0	3	0	0	0	0	0	
City: Donna									
Donna Fire Department	211 South 10th St	0	1	0	0	0	0	0	05/25/05
Subtotals For City of Donna:		0	1	0	0	0	0	0	
City: Edcouch									
Edcouch Fire Department	SH 107 @ Hill Street	0	1	0	0	0	0	0	05/25/05
Subtotals For City of Edcouch:		0	1	0	0	0	0	0	
City: Edinburg									
Edinburg Fire Department	212 W McIntire	0	1	0	0	0	0	0	05/26/05
Edinburg Police Department	100 Freddie Gonzales Bus 281	0	5	0	0	0	0	0	05/26/05
Hidalgo Co. Emergency Management	100 East Cano	0	7	0	0	0	0	0	05/26/05
Hidalgo County Sheriffs Office	711 El Cibolo Road	0	2	0	0	0	0	0	05/26/05
Subtotals For City of Edinburg:		0	15	0	0	0	0	0	
City: Elsa									
Elsa Fire Department	216 East 4th	0	2	0	0	0	0	0	05/25/05
Subtotals For City of Elsa:		0	2	0	0	0	0	0	
City: Hidalgo									
Hidalgo Fire Department	211 E Esparanza	0	8	0	0	0	0	0	05/23/05
Subtotals For City of Hidalgo:		0	8	0	0	0	0	0	
City: McAllen									
McAllen Fire Department	101 S Bicentennial	0	13	0	0	0	0	0	05/24/05
Subtotals For City of McAllen:		0	13	0	0	0	0	0	
City: Mercedes									
Mercedes Fire Department	323 S Ohio	0	8	0	0	0	0	0	05/24/05
Subtotals For City of Mercedes:		0	8	0	0	0	0	0	
City: Mission									
Mission Fire Department	415 N. Tom Landry	0	5	0	0	0	0	0	02/17/11
Texas Department of Transportation	U.S. 183/1/4 Mi. so . of Los Ebanos	0	1	0	0	0	0	0	05/24/05
Subtotals For City of Mission:		0	6	0	0	0	0	0	
City: Pharr									
Pharr Fire Department	118 S. Cage, 3rd floor	0	5	0	0	0	0	0	05/23/05
Texas Department of Transportation	600 West US 83	0	1	0	0	0	0	0	05/25/05
Texas Department of Transportation	611 N Cage	0	1	0	0	0	0	0	05/23/05

TEXAS DEPARTMENT OF HEALTH
Radiological Monitoring Instrument

Storage Name	Storage Address	777	777-1	777-2	777-3	777-A	700P	Misc	Last Visit
Subtotals For City of Pharr:		0	7	0	0	0	0	0	
City: San Juan									
San Juan Fire Department	2301 N. Raul Longeria (Sta. #2)	0	2	0	0	0	0	0	05/25/05
Subtotals For City of San Juan:		0	2	0	0	0	0	0	
City: Weslaco									
Weslaco Fire Department	901 W Airport Dr	0	4	0	0	0	0	0	05/24/05
Subtotals For City of Weslaco:		0	4	0	0	0	0	0	
Subtotals For County of Hidalgo:		0	74	0	0	0	0	0	
Grand Totals:		0	74	0	0	0	0	0	

ANNEX F

FIREFIGHTING

Hidalgo County

_____

Jurisdiction

Ver 2.0
02/06

APPROVAL & IMPLEMENTATION

Annex F

Firefighting

_____	_____
Signature	Date
_____	_____
Signature	Date

RECORD OF CHANGES

Annex F

Firefighting

Change #	Date of Change	Entered By	Date Entered
VII-C	**2-17-11**	**Juan Martinez**	**2-17-11**

ANNEX F

FIREFIGHTING

I. AUTHORITY

See Section 1 of the Basic Plan for general authorities.

II. PURPOSE

The purpose of this annex is to outline operational concepts and organizational arrangements for firefighting during emergency situations in our community. In addition to firefighting, the fire service has the responsibility for rescue, warning, and radiological protection operations as addressed in Annexes R, A, and D, respectively.

III. EXPLANATION OF TERMS

A. Acronyms

CHCFDs	Contracted Municipal and Unincorporated Area Fire Departments (fully paid, paid/volunteer, and fully volunteer)
DDC	Disaster District Committee
EMC	Emergency Management Coordinator
EOC	Emergency Operations Center
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
JFO	Joint Field Office
NIMS	National Incident Management System
NRP	National Response Plan
RRP	Regional Response Plan
RUC	Regional Unified Command
SOC	State Operations Center
SOP	Standard Operating Procedures
TFS	Texas Forest Service
TRRN	Texas Regional Resource Network
VFD	Volunteer Fire Department

B. Definitions

1. Consequence Management. Measures taken to protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals affected by the consequences of terrorism. Emergency management agencies normally have the lead role in consequence management. The requirements of crisis management and consequence management are combined in the National Response Plan (NRP).

2. Crisis Management. Measures taken to define the threat and identify terrorist acts, resolve terrorist incidents, investigate such incidents, and apprehend those responsible. Law Enforcement agencies will normally take the lead role in crisis management. The requirements of crisis management and consequence management are combined in the NRP.

3. Expedient Evacuation. Evacuations that must be conducted with little notice, frequently in response to a request from the Incident Commander (IC) at the scene.

4. Hazmat. Hazardous materials. The NRP defines Hazmat as a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated under the provisions of 49 CFR 172.101. The term is also intended to mean hazardous substances, pollutants, and contaminants as defined by the National Oil and Hazardous Substances Pollution Contingency Plan.

5. Incident Action Plan. An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of an incident during one or more operational periods.

6. Terrorist Incident. Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assignation, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 213 5 (2002).

IV. SITUATION AND ASSUMPTIONS

A. Situation

1. This County depends on CHCFD's for fire protection.

2. The challenges of fire prevention and control are exacerbated when other emergency situations occur simultaneously or have already impacted the local area.

3. Uncontrolled fires may reach such proportions as to become a major emergency situation. If not promptly controlled, even small fires can threaten lives and cause significant destruction of property and the environment.

4. Natural hazards and emergencies, such as flash flooding, may necessitate the use of fire service resources.

5. Fire scenes may present problems requiring a response by law enforcement, public works, utilities, public health authorities, and environmental protection agencies. In these

cases, effective interagency coordination using the National Incident Management System (NIMS)/Incident Command System (ICS) is essential.

6. Large-scale emergencies, disasters, and acts of terrorism may adversely impact firefighting personnel, equipment, facilities, and communications systems.

B. Assumptions

1. During emergency situations, we will use our firefighting resources and those available pursuant to inter-local agreements, including [mutual aid plans and agreements with industry.

2. Our resources and those obtained pursuant to regional and inter-local agreements may prove insufficient during a major incident or disaster. State and/or federal resources will be available to augment our firefighting requirements.

3. During major emergency situations, our firefighting resources may be damaged and specialized supplies depleted.

V. CONCEPT OF OPERATIONS

A. General

1. The fire service has the primary responsibility for protecting our community from fire hazards, hazmat spills, and radiological incidents. Our firefighting resources include:

   a. The Municipal Fire Department.
   b. The Municipal Volunteer Fire Department.
   c. Unincorporated Volunteer Fire Department.

2. Fire service responsibilities in emergency situations are basically the same as in daily operations. These responsibilities include fire control, hazmat and oil spill response, and radiological protection operations. The fire service is responsible for (all/certain) rescue operations. During emergency situations, fire service teams may also be assigned to perform additional emergency tasks. These tasks may include providing fire protection for temporary shelters, assisting law enforcement personnel in route alerting, or going door-to-door to warn citizens who cannot be reached by primary warning systems.

B. Implementation of NIMS/ICS

1. The first official responder on the scene of an emergency situation should initiate the ICS and establish an Incident Command Post (ICP). As other responders arrive, the individual most qualified to deal with the specific situation present should serve as the IC. For fire, hazmat, and radiological incidents, the senior firefighter will generally assume the role of IC. The IC will direct and control responding resources and designate emergency operating areas. The EOC will generally not be activated.

2. During major emergencies, disasters, or catastrophic incidents, it may be necessary to transition from the normal ICS structure to a Multiagency Coordination System. The EOC is central to this System, and functions as a conduit for coordinating information

and resources. The IC will manage and direct the on-scene response from the ICP. The EOC will mobilize and deploy resources for use by the IC, coordinate external resource and technical support, research problems, provide information to senior managers, disseminate emergency public information, and perform other tasks to support on-scene operations. In the event of a catastrophic incident, considerations will be made for the implementation of the Regional Response Plan (RRP).

C. Protective Action Recommendations

Fire service personnel are generally the most knowledgeable regarding the threats posed by fire, radiological materials, and other hazardous materials. As such, they are responsible for assessing threat hazards and recommending to the IC appropriate protective actions for emergency responders, including requirements for personal protective equipment. Fire service personnel are also responsible for recommending appropriate protective actions to ensure public safety in the immediate vicinity of a threat.

D. Evacuation Operations

1. The IC may direct an expedient evacuation at the incident site, isolation area, or protective action area associated with a fire, hazmat spill, or radiological incident. Fire service and other emergency responders on site will normally initiate the evacuation pending the arrival of follow-on forces.

2. Major fires, hazardous material spills, or a terrorist incident may require a large-scale evacuation. Law enforcement is the lead agency responsible for pre-planning evacuation of known risk areas and carrying out large-scale evacuation operations. During such evacuations, fire service teams may be tasked to:

   a. Alert residents in the affected area who have not been warned by other means.

   b. Evacuate individuals who require assistance.

E. Terrorist Incident Response

1. Crisis Management. Law enforcement agencies generally have the lead in terrorism crisis management activities. The fire service will provide support as requested. Refer to Annex V, Terrorist Incident Response, for more information on the response to terrorist threats and activities.

2. Consequence Management. Coordination will be paramount during terrorist incident consequence management activities due to multi-agency involvement and potentially overlapping roles and responsibilities. The ranking official from the agency with primary responsibility for the incident will assume the position of IC. The [Fire Service] will normally have the lead local role in consequence management for terrorist incidents involving conventional explosives, radiological materials, and chemical agents. During consequence management, the IC will coordinate response and recovery operations with law enforcement authorities conducting crisis management operations. Refer to Annex V, Terrorist Incident Response, Section V.B.2, for further information on terrorist incident consequence management.

F. Requesting External Assistance

1. If our local fire resources are inadequate to deal with an emergency situation, the Fire Chief/IC or other authorized official may request additional fire resources pursuant to inter-local (mutual aid) agreements to which local fire departments are a party. The (Fire Chief) may also request assistance from industries and businesses with firefighting resources that have agreed to assist us during emergencies.

2. If our fire service resources and those obtained pursuant to inter-local agreements are insufficient to deal with an emergency situation, statewide mutual aid will be requested in accordance with the *Texas Fire and Rescue Mutual Aid Plan* (see *State of Texas Emergency Management Plan,* Annex F, Section IV.H).

3. If the foregoing resources are inadequate to deal with an emergency situation, the County Judge may request state firefighting assistance, in accordance with Section V.F. of the Basic Plan, from the DDC in McAllen.

4. During times of extreme fire danger, the TFS will pre-stage firefighting resources in several parts of the state. The EMC shall make requests for these resources to the DDC. During emergency situations where time is of the essence, the County Judge may make resource requests directly to a TFS Regional Fire Coordinator.

G. Actions by Phases of Emergency Management

1. Prevention

   a. Enforce fire codes.

   b. Conduct fire safety education programs for the public.

   c. Recommend fire prevention activities such as brush clearance, outdoor burning restrictions, and use of fireworks when conditions warrant.

   d. Maintain current information on the types and quantities of hazardous materials present in local businesses and industrial facilities.

   e. Maintain current information on known fire hazards present in facilities such as refineries, factories, power plants, and other commercial businesses.

   f. Operate the local warning system (see Annex A).

2. Preparedness

   a. Maintain a list of all firefighting resources (see Annex M). In accordance with Section IX.A of the Basic Plan, [city/county] resources are entered into the Texas Regional Resource Network (TRRN), as required, to facilitate assistance pursuant to mutual aid agreements.

   b. Inspect and maintain all equipment.

   c. Stockpile specialized supplies.

d. Ensure all fire service personnel are properly trained on fire control, hazmat response, rescue, and NIMS/ICS. Our emergency response personnel meet the NIMS national qualification and certification standards.
e. Develop communications procedures to ensure adequate communications between fire units, law enforcement units, and other emergency responders.

f. Plan and execute NIMS compliant training exercises for all firefighting personnel on a regular basis.

g. Test, maintain, and repair equipment on a scheduled basis.

h. Revise and update response plans at regular intervals.

3. Response

a. Contain, control, and extinguish fires.

b. Initiate rescue missions, as necessary.

c. Alert and advise all emergency response personnel and decision-makers to the dangers associated with hazmat and fire during emergency operations.

d. Control hazmat incidents within departmental capabilities giving priority to public and firefighter safety and protecting property, respectively (see Annex Q).

e. Conduct radiological monitoring and assessment within departmental capability. Maintain an operational Radiological Protection Program in accordance with state and federal standards (see Annex D). The NRP Nuclear/Radiological Incident Annex addresses the federal response to incidents involving radiological materials.

f. Initiate evacuation of emergency scenes, if necessary.

g. Provide fire inspections and fire protection for temporary shelter and mass care facilities.

4. Recovery

a. Perform fire inspections of restored or reconstructed buildings.

b. Perform or assist in decontamination and cleanup.

c. Assess damage to fire equipment and facilities, if necessary.

d. Recommend condemnation of unsafe buildings.

e. Review fire codes in relation to an incident or disaster and recommend improvements to County Commissioners.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. General

1. Our normal emergency organization, described in Section VI.A and depicted in Attachment 3 of the Basic Plan, shall coordinate firefighting efforts conducted as part of emergency operations in accordance with NIMS. Most fires can be handled by fire service personnel, with limited support from one or two other emergency services, operating under an IC. The EOC will normally be activated during major emergencies and disasters involving significant fires or fires occurring simultaneously with other hazards. These situations may require the commitment of all emergency services and external assistance. In such incidents, transition to a Multiagency Coordination System is advisable. In the event of a catastrophic incident, considerations will be made for the implementation of RRP.

2. The Fire Marshall shall serve as the Chief Fire Officer and coordinate emergency firefighting operations. A fire officer shall normally serve as the IC for the response to fires, hazmat incidents, oil spills, and radiological incidents.

3. The Commissioner's Court may restrict outdoor burning and use of fireworks if drought conditions are determined to exist by the TFS (see Annex U, Legal).

B. Task Assignments

1. The CHCFD's will:

   a. Coordinate all fire service activities.

   b. Provide fire control and protection.

   c. Assist in warning and operation of warning sirens (see Annex A).

   d. Provide support for shelter/mass care operations (see Annex C).

   e. Provide support for radiological protection (see Annex D).

   f. Provide assistance during evacuations (see Annex E).

   g. Respond to hazmat accidents/incidents (see Annex Q).

   h. Enforce fire codes.

   i. Prepare and execute inter-local agreements.

   j. Provide support for other public safety operations, as necessary.

   k. Conduct search and rescue operations (see Annex R).

   l. Provide qualified individuals to staff the EOC and ICPs when activated.

2. The IC will:

   a. Establish an ICP and control and direct emergency response resources.

b. Assess the incident, request any additional resources needed, and provide periodic updates to the EOC, if activated.

c. Determine and implement initial protective actions for emergency responders and the public in the vicinity of the incident site.

d. Approve the Incident Action Plan and all requests pertaining to the procurement and release of incident resources.

e. Establish a specific division of responsibilities between the incident command operation and the EOC, if activated.

f. During an Incident of National Significance, make a situation assessment and coordinate resource needs, as required, with the NRP, ESF #4. Coordination shall be made through the Regional Unified Command (RUC), DDC, SOC, and TFS to the JFO (See NRP, ESF #4-Fire-fighting Annex).

3. Law Enforcement will:

   Upon request of the IC, initiate evacuation actions and provide perimeter access control around incident sites.

4. The Road & Bridge Department will:

   Upon request of the IC, provide heavy equipment support for fire control operations.

5. The TFS will:

   a. Detect and/or coordinate response to wildland fires in the state.

   b. Process requests for state firefighting assistance.

   c. Coordinate firefighting ESF group actions to develop and implement mutual aid programs and procedures.

   d. Coordinate firefighting activities and issues involving fire departments.

   e. Within capabilities, provide personnel and equipment to assist local governments and industry in conducting fire suppression operations.

   f. Conduct wildland fire training academies for state and local personnel.

6. The U.S. Forest Service will:

   Upon request from the TFS, provide support for local fire control operations when U.S. Forest Service lands are threatened.

7. County Attorney will:

   Upon request, assist the Commissioner's Court by drafting legal documents enforcing outdoor burning and/or the use of fireworks (see Annex U).

VII. DIRECTION AND CONTROL

A. General

1. For most emergency situations, an IC will establish an ICP to direct and control fire service operations at the scene from the ICP. The individual most qualified to deal with the specific type of emergency situation present should serve as the IC. This will typically be the senior fire service officer present. All fire service teams will carry out mission tasks assigned by the IC. The IC will be assisted by a staff, determined by the anticipated needs of the situation.

2. In some situations, the EOC may be activated without an incident command operation. This organizational arrangement is most likely when: (a) a hazard threatens, but has not yet impacted the local area (such as the predicted landfall of a hurricane), or (b) when a generalized threat exists and there is no identifiable incident site (as may be the case for a terrorist threat). During these situations, a senior fire service officer will normally report to the EOC to coordinate fire service actions.

3. External response agencies are expected to conform to the general guidance provided by our senior decision-makers and carry out mission assignments directed by the IC or the EOC. However, organized response units will normally work under the immediate control of their own supervisors.

4. In emergency situations where other jurisdictions or state or federal agencies are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency.

B. Incident Command System – EOC Interface

When both the EOC and an ICP are activated, it is essential to establish a division of responsibilities between the IC and the EOC. A general division of responsibilities is outlined in Section V.D of Annex N, Direction and Control.

C. Line of Succession

The line of succession for the Fire Marshal is:

1. Fire Marshal
2. Chief Deputy Fire Marshal
3. Deputy Fire Marshal

VIII. INCREASED READINESS ACTIONS

A. Readiness Level IV – Normal Conditions

See the mitigation and preparedness activities in paragraphs V.G.1 and V.G.2 above.

B. Readiness Level III – Increased Readiness

1. Monitor the situation and consider situation briefings for senior staff.

2. Alert key personnel, determine personnel availability, and update staff call lists.

3. Check readiness of all equipment and repair or replace as needed.

4. Check status of supply items and restock as needed.

5. Review inter-local agreements for use of firefighting resources operated by other agencies.

6. Review plans and procedures and update them, if necessary.

C. Readiness Level II – High Readiness

1. Alert personnel of possible emergency duty.

2. Place selected personnel and equipment on standby.

3. Identify personnel to staff the EOC and ICP when activated.

4. Prepare to implement inter-local agreements.

D. Readiness Level I– Maximum Readiness

1. Mobilize selected fire service personnel.

2. Consider precautionary deployment of personnel and equipment, if appropriate.

3. Dispatch fire service representative(s) to the EOC when activated.

IX. ADMINISTRATION AND SUPPORT

A. Reporting

In addition to reports that may be required by their parent organization, fire service departments participating in emergency operations should provide appropriate situation reports to the IC, or if an incident command operation has not been established, to the EOC. The IC will forward periodic reports to the EOC. Pertinent information will be incorporated into the Initial Emergency Report and periodic Situation Reports. The essential elements of information for the Initial Emergency Report and the Situation Report are outlined in Appendices 2 and 3 to Annex N (Direction and Control).

B. Records

1. Activity Logs. The IC and, if activated, the EOC, shall maintain accurate logs recording significant operational activities, the commitment of resources, and other information relating to emergency response and recovery operations. See Section IX.B of Annex N,

Direction and Control, for more information on the types of information that should be recorded in activity logs.

2. Documentation of Costs. Expenses incurred in carrying out emergency response operations for certain hazards, such as radiological accidents or hazmat incidents may be recoverable from the responsible party. Hence, all fire service elements will maintain records of personnel and equipment used and supplies consumed during large-scale emergency operations.

C. Preservation of Records

Vital records should be protected from the effects of a disaster to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained as soon as possible.

D. Resources

1. A listing of local fire department resources is found in Annex M, Resource Management.

2. Our CHCFD's have implemented a firefighting equipment acquisition program to ensure our equipment complies with the relevant NIMS performance and interoperability standards. Our firefighting resources are categorized by size, capacity, capability, and skill.

E. Communications

The fire service communications network is shown in Appendix 1. The fire service will operate a base station in the EOC communications room during response operations.

F. Post Incident Review

For large-scale emergency operations, the EMC shall organize and conduct an after action critique of emergency operations in accordance with the guidance provided in Section IX.F of the Basic Plan. The After Action Report will serve as the basis for an Improvement Plan.

X. ANNEX DEVELOPMENT AND MAINTENANCE

A. The Fire Marshal is responsible for developing and maintaining this annex.

B. This annex will be revised annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

C. Departments and agencies assigned responsibilities in this annex are responsible for developing and maintaining SOPs covering those responsibilities.

XI. REFERENCES

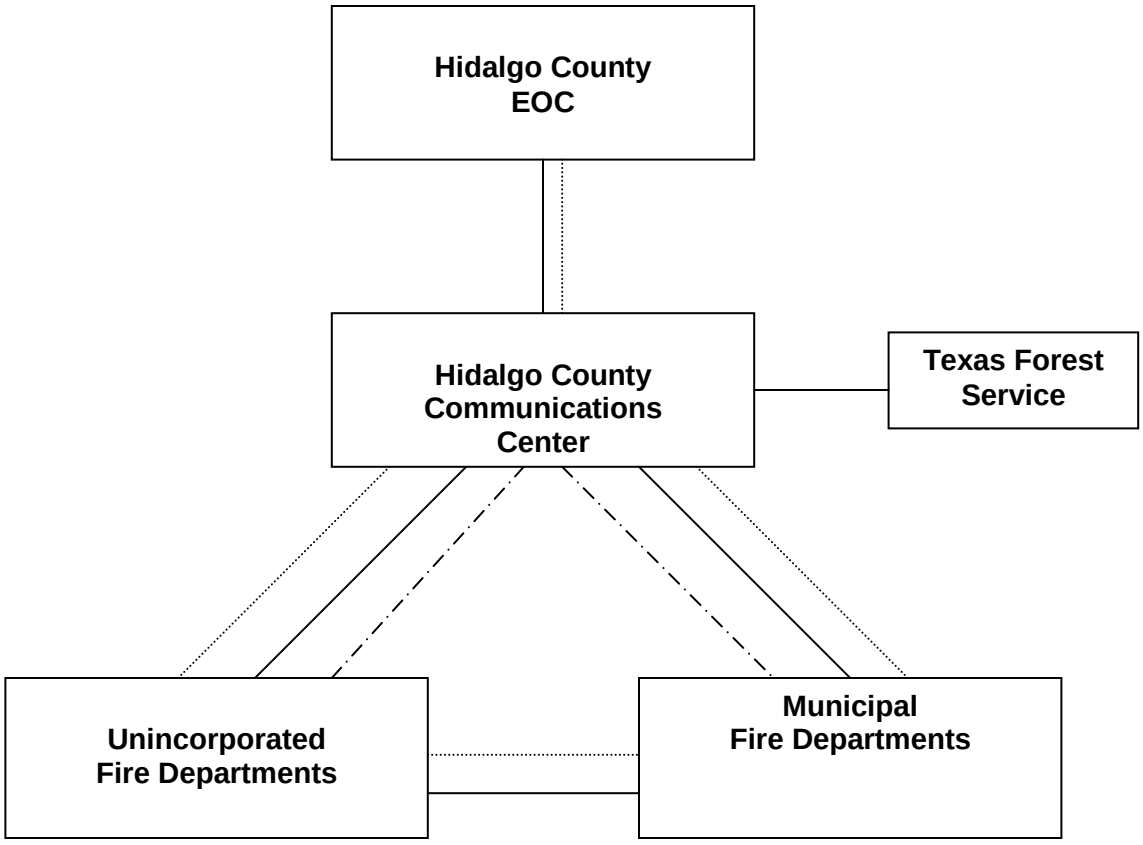
A. *State of Texas Emergency Management Plan.*

B. *Texas Fire and Rescue Mutual Aid Plan*.

APPENDICES

Appendix 1..... Fire Service Communications Network

FIRE SERVICE COMMUNICATIONS NETWORK



LEGEND:

Phone

VHF Radio

Cell Phone

ANNEX H

HEALTH
&
MEDICAL SERVICES

County of Hidalgo

DRAFT

APPROVAL & IMPLEMENTATION

ANNEX H

HEALTH & MEDICAL SERVICES

DRAFT

_____ _____

Signature Date

Hidalgo County Judge

_____ _____

Signature Date

Emergency Management Coordinator

_____ _____

Signature Date

Chief Administrative Officer

RECORD OF CHANGES

Annex H

Health and Medical Services

Change #	Date of Change	Entered By	Date Entered

DRAFT

ANNEX H

HEALTH & MEDICAL SERVICES

I. AUTHORITY

See Basic Plan, Section I.

II. PURPOSE

The purpose of Annex H is to outline the local organization, operational concepts, responsibilities, and procedures to accomplish coordinated public health and medical services to reduce death and injury during emergency situations and restore essential health and medical services within a disaster area.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
DDC	Disaster District Committee
DHS	U.S. Department of Homeland Security
DMAT	Disaster Medical Assistance Team
DMORT	Disaster Mortuary Services Team
DPS	Department of Public Safety
DSHS	Department of State Health Services
DSHS / EOC	Department of State Health Services / Emergency Operations Center
EMC	Emergency Management Coordinator
EMS	Emergency Medical Services
EOC	Emergency Operations Center
FEMA	Federal Emergency Management Agency
HCHHSD	Hidalgo County Health and Human Services Department
HSR 11 / EOC	Health Service Region 11 / Emergency Operations Center

IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
ISD	Independent School Districts
JIC	Joint Information Center
MOA / MOU	Memorandum of Agreement / Memorandum of Understanding
NDMS	National Disaster Medical System
NIMS	National Incident Management System
NRP	National Response Plan
PIO	Public Information Officer
RRC	Regional Resource Committee
SOC	State Operations Center
SOP	Standard Operating Procedures
SITREP	Situation Report
TCEQ	Texas Commission for Environmental Quality
TRRN	Texas Regional Response Network

B. Definitions

1. After Action Report. is developed to identify problems that need to be corrected or areas that can be improved, and who is responsible for implementing them.

2. Disaster Medical Assistance Team. A team of volunteer medical professionals and support personnel equipped with deployable equipment and supplies that can move quickly to a disaster area and provide medical care.

3. Disaster Mortuary Services Team. A team of mortuary service and medical personnel that provide mortuary and victim identification services following major or catastrophic disasters.

4. Emergency Medical Services. A service providing out-of-hospital acute care and transport to definitive care, to patients with illnesses and injuries which the patient believes constitutes a medical emergency. The most common and recognized EMS type is an ambulance organization.

5. Emergency Medical Technician. An individual who has completed the required training and is

licensed by the State of Texas to perform emergency basic life support functions.

6. Joint Information Center. A location established by State and Federal Government subsequent to a Presidential Disaster Declaration. These centers have the dual role of collecting damage information relating to the private (individual) sector and serving as a referral center to help individual in getting available assistance to meet immediate needs.

7. National Disaster Medical System. A nation-wide mutual aid network consisting of federal agencies, businesses, and other organizations that coordinates disaster medical response, patient evacuation, and definitive medical care. At the federal level, it is a partnership between Department of Health and Human Services, the Department of Defense, the Department of Veterans Affairs, and FEMA. Non-federal participants include major pharmaceutical companies and hospital suppliers, the national Foundation for Mortuary Care, and certain international disaster response and health organizations.

8. National Incident Management System. A unified approach to incident management; standard command and management structures; and emphasis on preparedness, mutual aid and resource management.

9. Regional Resource Committee. A collaborative effort that brings together regional providers of community and economic services.

10. Situation Report. Updates are compiled for use in emergency management planning and operational activities. Updates include information and graphics gathered from a variety of sources including other federal agencies and departments, state and local government, and the news media.

11. Special Needs Individuals/Groups. Includes the homeless, elderly, medically fragile, mentally and/or physically challenged or handicapped, individuals with mental illness, and the developmentally delayed. May also include home-bound individuals, individuals in nursing / long term care facilities, and individuals with language difficulties. These groups may need specially trained health care providers to care for them, special facilities equipped to meet their needs, and / or require specialized vehicles and equipment for transport. This population requires specialized assistance in meeting daily needs and may need special assistance during emergency situations.

IV. SITUATION & ASSUMPTIONS

A. Situation

1. As outlined in Section IV - Figure 1 in the Basic Plan, our area is vulnerable to a number of hazards. These hazards could result in the evacuation, destruction of or damage to homes, Independent School Districts (ISD) and businesses, loss of personal property, disruption of food distribution and utility services, serious health risks, and other situations that adversely affect the daily life of our citizens.

2. Emergency situations could result in the loss of water supply, wastewater, and solid waste disposal services, creating potential health hazards.

3. Hospitals, nursing homes, ambulatory care centers, pharmacies, and other facilities for medical/health care and functional needs populations may be damaged or destroyed in major emergency situations.

4. Health and medical facilities that survive emergency situations with little or no damage may be unable to operate normally because of a lack of utilities or because staff are unable to report for duty as a result of personal injuries or damage to communications and transportation systems.

5. Medical and health care facilities that remain in operation and have the necessary utilities and staff could be overwhelmed by the “walking wounded” and seriously injured victims transported to facilities in the aftermath of a disaster.

6. Uninjured persons who require frequent medications such as insulin and antihypertensive drugs, or regular medical treatment, such as dialysis, may have difficulty in obtaining these medications and treatments in the aftermath of an emergency situation due to damage to pharmacies and treatment facilities and disruptions caused by loss of utilities and damage to transportation systems.

7. Use of radiological, nuclear, chemical or biological weapons of mass destruction could produce a large number of injuries requiring specialized treatment that could overwhelm the local and state health/medical system and possibly involve Mexican border towns. Similarly, these situations could produce a large number of deaths which would overwhelm the state’s ability to provide adequate

mortuary services.

8. Emergency responders, victims, and others who are affected by emergency situations may experience stress, anxiety, and display other physical and psychological symptoms that may adversely impinge on their daily lives. In some cases, disaster behavioral health services may be needed during response operations.

B. Assumptions

1. Although many health-related problems are associated with disasters, there is an adequate local capability to meet most emergency situations.

2. Public and private medical, health, and mortuary services resources located in our region will be available for use during emergency situations; however, these resources may be adversely impacted by the emergency.

3. If hospitals and nursing homes are damaged, it may be necessary to relocate significant numbers of patients to other comparable facilities elsewhere.

4. Disruption of sanitation services and facilities, loss of power, and the concentration of people in shelters may increase the potential for disease and injury.

5. Damage to chemical plants, sewer lines and water distribution systems, and secondary hazards such as fires could result in toxic environmental and public health hazards that pose a threat to response personnel and the general public. This includes exposure to hazardous chemicals, biologics, radiological substances, and contaminated water supplies, crops, livestock, and food products.

6. The public will require guidance on how to avoid health hazards caused by the disaster or arising from its effects.

7. Some types of emergency situations, including earthquakes, hurricanes, and floods may affect a large proportion of our region, making it difficult to obtain mutual aid from the usual sources.

8. Appropriate Local, State and possibly federal, tribal medical, public health officials, and organizations will coordinate to determine current medical and public assistance requirements.

V. CONCEPT OF OPERATIONS

A. General

1. This government will provide a consistent approach to the effective management of actual or potential public health or medical situations to ensure the health and welfare of its citizens operating under the principles and protocols in the National Incident Management System (NIMS).

2. In Hidalgo County Health and Human Services Department is the local agency primarily responsible for the day-to-day provision of many health and/or medical services.

3. This annex is based upon the concept that the emergency functions of the public health, medical, and mortuary services will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases. Some day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of the emergency and the resources that would normally be committed to those functions will be redirected to the accomplishment of emergency tasks.

4. Provisions must be made for the following:

   a) Establishment of a medical command post at the disaster site.
   b) Coordinate and assist city health departments and other public and private health care providers with health & medical response.
   c) Triage of the injured/ill, if appropriate.
   d) Arrange for medical care for the injured/ill, as needed.
   e) Holding and treatment areas for the injured/ill, if appropriate.
   f) Provide guidance on isolation, quarantine, decontamination, and treatment of victims of hazardous materials or infectious diseases, as needed.
   g) Provide guidance and assistance regarding identification of infectious diseases, control their

spread, and report their presence to the appropriate state or federal health or environmental authorities.

h) Issue health & medical advisories to emergency management, public and private health professionals, and the public on such issues as drinking water precautions, waste disposal, immunizations, disease outbreak control measures, and food protection techniques.

i) Conduct health inspections of congregate care and emergency feeding facilities.

j) Provide assistance and guidance for surveillance of infectious diseases/notifiable conditions in clusters, outbreaks, epidemics and pandemic.

k) Provide direction on mass dispensing and / or vaccination operations and the use of the Strategic National Stockpile, as required.

B. Emergency Behavioral Health Services

1. Appropriate emergency behavioral health services may be required for disaster victims, survivors, bystanders, responders and their families, and other community caregivers during response and recovery operations. Services may include crisis counseling, critical incident stress management, information and referral to other services, and education about normal, predictable reactions to a disaster experience and how to cope with them.
2. Information on disaster behavioral health services procedures can be found in Appendix 8, attachment D (Behavioral Health).

C. Medical Services

1. Clinic Services: Hidalgo County Health and Human Services Department may provide limited clinical support in certain public health incidents. Responses may include small vaccination clinics, epidemiological investigation support, and sanitation inspections.

D. Mortuary Services

1. When mass fatalities have occurred, it may be necessary to establish a temporary morgue and holding facilities and obtain additional mortuary service assistance. For events that exceed local mortuary capacity, federal disaster mortuary assistance may be requested.

E. Medical and Mortuary Assistance

1. Hidalgo County Emergency Management Center may request medical and / or mortuary assistance from DDC for Disaster Medical Assistance Teams (DMAT) and Disaster Mortuary Services Teams (DMORT).

F. Damage Assessment

1. Casualty Information. The Medical Authority has primary responsibility for surveillance of morbidities and mortalities resulting from emergency and disasters. Since accurate surveillance data is essential in identifying required levels of medical support, information of this type must be forwarded to Health Officer in the EOC as soon as it is available to support requests for assistance and for inclusion in required reports.

2. Water Supply Systems. In cooperation with Department State Health Services (DSHS), TCEQ has primary responsibility for evaluating damage to water treatment facilities following disaster occurrences. Due to system vulnerability to numerous forms of contamination and the impact which prolonged shutdown of water treatment facilities could have on public health and welfare, it is essential that rapid and accurate assessments of damage be completed and forwarded to the EOC as soon as possible. Accurate timely estimates for required repairs will permit the DSHS and TCEQ to identify appropriate interim measures such as rationing, expedient water treatment, or construction of temporary water delivery systems.

3. Wastewater Systems. Wastewater treatment facilities are vulnerable to disaster-related interruptions and their unavailability can have a major impact on the community's health and well being. The TCEQ, in cooperation with Public Works, has a responsibility for evaluating damage to those facilities, as well as advising local officials concerning expedient sanitation practices which may be required in the affected areas.

G. Requesting External Assistance

If health and medical problems resulting from an emergency situation cannot be resolved with local resources, inter-local agreements, or resources obtained by the Resource Management staff in the EOC, EMC may request medical or mortuary assistance from the appropriate supporting Disaster District Committee (DDC). Cities must request assistance from the County EOC before requesting assistance from the State.

H. Actions by Phases of Emergency Management (refer to actions listed in Basic Plan, Section V. H)

1. Mitigation

a. Administer immunizations.
b. Conduct health and sanitation inspections.
c. Conduct specialized training to stakeholders/providers.
d. Conduct epidemiological surveillance investigations/education/trainings.
e. Conduct public health awareness programs.

2. Preparedness

a. Coordinate with county/city emergency management and public / private health entities regarding public health practices.
b. Train and exercise with County emergency response personnel.
c. Educate and train for SNS program.
d. Review, exercise and revise health and medical plans as necessary.
e. Provide support with emergency equipment as necessary.

3. Response

a. Conduct public information programs dealing with the public health threat and responses.
b. Conduct disease investigations and collection of vital statistics to control measures.
c. Monitor health and sanitation activities.
d. Conduct environmental health activities as required.
e. Support emergency responses by local emergency management and public / private health entities.

4. Recovery

a. Compile health reports for local, state and federal officials.
b. Identify potential and/or continuing hazards affecting public health.
c. Distribute appropriate guidance for the prevention of the harmful effects of the hazard.

VI. ORGANIZATION & ASSIGNMENT REPONSIBILITIES

See Annex N (Direction and Control)

A. Organization

1. Our normal emergency organization, described in Section VI.B of the Basic Plan and depicted in Attachment 3 to that Plan, will plan and carry out health and medical operations during emergency situations.

2. The Hidalgo County Health And Human Services Department functions as the local Medical Authority. The HCHHSD has primary responsibility for the health and medical services function and shall designate a Health Officer to plan and coordinate public health and medical services during emergency situations. The Health Officer or a designee shall serve as a member of the EOC Staff. Health and medical service response activities at an incident scene will be coordinated through the Incident Commander. Large-scale health and medical efforts shall be coordinated from the EOC.

3. Upon receipt of official notification of an actual or potential emergency condition, it is the responsibility of the Health Officer in conjunction with the Medical Authority and Emergency Management Coordinator will receive and evaluate requests for health and medical assistance and to disseminate such notification to all appropriate public health, medical, and mortuary services.

B. Assignment of Responsibilities

1. **General**

   All agencies/organizations assigned to provide health and medical services support is responsible for the following:

   a. Designating and training representatives of their agency, to include NIMS and ICS training.
   b. Ensuring that appropriate SOPs are developed and maintained.
   c. Maintaining current notification procedures to insure trained personnel are available for extended emergency duty in the EOC and, as needed, in the field.

2. **Emergency Functions**

   Under the Hidalgo County Emergency Management Plan, the Health Officer has primary responsibility to provide the following services in response to emergency situations:

   a. Essential medical and treatment for persons whose illnesses or injuries are a result of a public health disaster or where care and treatment are complicated by a public health disaster.
   b. Public health information, education, and awareness for the protection of the affected population.

c. Will support mortuary and vital records services in the event of a public health disaster or emergency.
d. Local public health will support state and federal entities in conducting a damage assessment for public health & medical facilities and systems.

3. To ensure that these services are available as needed, various medical and public health services have been assigned primary or support responsibility for specific activities.

C. Task Assignments

1. **The Medical Authority will**

a. Perform pre-emergency planning for emergency health and medical services and coordinate such activities during major emergencies and disasters.
b. Provide qualified staff to support health and medical operations at the ICP and the EOC.

2. **The Health Officer and Medical Authority will**

a. Coordinate emergency health and medical activities from the EOC when that facility is activated.
b. Rapidly assess health and medical needs as determined during emergency event.
c. Oversee and coordinate the efforts of local health and medical organizations activated for an emergency, assess their needs, help them obtain additional resources, and ensure that necessary services are provided.
d. Ensure that emergency medical teams responding to a disaster site establish a medical command post.
e. Coordinate with neighboring community health and medical organizations on matters related to assistance from other jurisdictions
f. Coordinate with local, state and federal officials regarding available state and federal assistance as determined by DDC.
g. Public health will Coordinate with various local teams as determined by DDC or EOC on each of the incoming response units, such as DMAT, and screen individual health and medical volunteers.
h. Will assist in the identification and proof of licensure is obtained and documented from designated participants assigned by DDC or EOC .
i. Will assist DDC or designee in coordinating the location, procurement, screening, and allocation of health and medical supplies and resources, including human resources, required to support health and medical operations.
j. Provide pertinent and allowed information to the news media on casualties and instructions to the public on dealing with public health response. The information given will be determined by the JIC and DDC. (Annex I)
k. Will assist in the coordination of laboratory services required in support of emergency health and medical response in accordance with state and federal guidelines as outlined by the SOC and DDC.
l. Public health will coordinate the various immunization campaigns with our public/private partners as indicated by the SOC and DDC. Any public health quarantines, if required, will be coordinated

by the medical authority and the appropriate legal entities ie:. Justice of the Peace, District Judges, etc.

m. Coordinate inspection of food products, water, and other consumables that were exposed to hazards, will be assessed by local and state public health inspectors/sanitarians. In the event of large scale elimination of contamination consumables, efforts will be coordinated between local authorities and private entitles which deal with eradication of contaminated consumables.
n. Will support state and federal agencies in coordinating the inspection of damaged buildings for health hazards.
o. Disposal of small domestic animals will be coordinated by the various local animal control offices. The disposal of large domestic animals will be coordinated by the state animal extension office or designee.
p. Coordinate the implementation of measures to prevent or control disease vectors such as flies, mosquitoes, and rodents.
q. Establish preventive health services, including control of communicable diseases such as influenza, particularly in shelters.
r. Monitor food handling and sanitation in emergency facilities.

3. **Emergency Medical Services will**

a. All Emergency Medical Services (EMS) being requested to assist will be coordinated through Hidalgo County Emergency Management Coordinator.
b. EMS services will be monitored at EOC thru EMSystems.
c. Establish and maintain field communications and coordination with other responding emergency teams (medical, fire, police, public works, etc.). Continue radio and/or telephone communications with hospitals.

4. **Hospitals will**

a. Implement internal and/or external disaster plans.
b. Health and medical services staff in the EOC will receive conditions at the facility and the number and type of available beds. Thru the EMSystems.
c. Establish and maintain field and inter-facility medical communications.
d. Provide medical guidance, as needed, to EMS.
e. Coordinate with EMS, other facilities, and any medical response personnel at the scene to ensure the following is accomplished:
    1) Casualties are transported to the appropriate medical facility.
    2) Patients are distributed to and among hospitals both inside and outside the area based on severity and types of injuries, time and mode of transport, capability to treat, and bed capacity.
    3) Take into account special designations such as trauma centers and burn centers.
    4) Consider the use of clinics to treat less than acute illnesses and injuries.
f. Coordinate with local emergency responders to isolate and decontaminate incoming patients, if needed, to avoid the spread of chemical or bacterial agents to other patients and staff.
g. Coordinate with other hospitals and with EMS on the evacuation of affected hospitals, if necessary. Evacuation provisions should specify where the patients are to be taken.
h. Depending on the situation, deploy medical personnel, supplies, and equipment to the disaster site(s) or retain them at the hospital for incoming patients.

i. Establish and staff a reception and support center at each hospital for the relatives and friends of disaster victims who may converge there in search of their loved ones.
j. Provide patient identification information to the American Red Cross upon request.

5. **Independent School Districts will**

a. Coordinate emergency health and medical activities within their school district.
b. Rapidly assess health and medical situation.
c. Oversee and coordinate the efforts of disease reporting emergencies, assess their needs, obtain additional resources.
d. Coordinate with local health department and neighboring hospitals and/or medical organizations on matters related to notifiable conditions.
e. Coordinate the location, procurement, screening, and allocation of health and medical supplies and resources, including human resources, required to support health and medical operations.
f. Coordinate immunization campaigns with appropriate agencies if required.
g. Establish preventive health measures, including control of communicable diseases particularly in shelters.
h. Implement internal and/or external medical/disaster plans.
i. Provide medical guidance, as needed, to students, parents, and staff.
j. Coordinate with Independent School District Risk Managers/Safety Managers if needed to avoid the spread of chemical or bacterial agents to other students and staff.
k. Coordinate with ISD Risk Manager/Safety Managers on the evacuation of affected schools, if necessary. Evacuation provisions should specify where the students and staff are to be taken.
l. Depending on the situation, deploy medical personnel, supplies, and equipment to the school(s) involved.
m. Establish and staff a reception and support center at each school for the parents/guardians of affected students or staff.
n. Continue to evaluate and report on a 24/7 basis urgent diseases/notifiable conditions to the local health department.
o. Develop an Emergency Operation Plan to include Notifiable Conditions and or pubic health outbreaks.
p. Develop Strategic National Stockpile protocols for managing and dispensing of vaccinations or prophylaxis.

6. **The Mental Health Authority will**

Ensure that appropriate mental health services are available for disaster victims, survivors, bystanders, responders and their families, and other community caregivers during response and recovery operations. Information on disaster mental health services procedures can be found in Annex O (Human Services).

7. **The Justice(s) of the Peace/Medical Examiner will**

a. Conduct inquests for the deceased and prepare death certificates.
b. Order or conduct autopsies if necessary to determine cause of death.

c. Order or conduct forensic investigations to identify unidentified bodies.
d. Authorize removal of bodies from incident sites to the morgue or mortuary facilities.
e. Provide information through the PIO to news media for the dissemination of public information / advisories as needed.

8. **Law Enforcement will**

a. Upon request, provide security for medical facilities.
b. Conduct investigations of deaths not due to natural causes.
c. Locate and notify next of kin.

9. **Mortuary Services in conjunction with County-elected Justice of the Peace will**

a. Provide for the collection and care of human remains.
b. Establish temporary holding facilities and morgue sites, if required.
c. Coordinate, as necessary, with emergency health and medical services.

10. **The County Planning Administrator, Buildings & Grounds and the County Fire Marshall will**

a. Inspect damaged County operated medical facilities.
b. Make temporary repairs to County operated medical facilities.

11. **The Hidalgo County EOC will**

Coordinate in restoring utility service to key county medical facilities through prioritization.

12. **The Public Information Officer (PIO) will**

Disseminate emergency public information provided by health and medical officials. The Health Officer has primary responsibility for coordination of health & medical information intended for release through public media during emergency operations, with support provided by those public health and medical services responsible for particular aspects of the response. Additional information on emergency public information procedures can be found in Annex I (Public Information).

VII. DIRECTION & CONTROL

A. General

1. The Health Officer, working as a staff member of the Hidalgo County emergency organization, supported by an appropriate network, shall direct and coordinate the efforts of local health and medical services and agencies, and organizations during major emergencies and disasters requiring an integrated response.

2. Routine health and medical service operations may continue during less severe emergency situations. Direction and control of such operations will be by those that normally direct and control day-to-day health and medical activities.

3. External agencies providing health and medical support during emergencies are expected to conform to the general guidance provided by our senior decision-makers and carry out mission assignments directed by the Incident Commander or the EOC. However, organized response units will normally work under the immediate control of their own supervisors.

B. Incident Command System – EOC Interface

If both the EOC and an ICP are operating, the Incident Commander and the EOC must agree upon a specific division of responsibilities for emergency response activities to avoid duplication of effort as well as conflicting guidance and direction. The EOC and the ICP must maintain a regular two-way information flow. A general division of responsibilities between the ICP and the EOC that can be used as a basis for more specific agreement is provided in Section VII of Annex N, Direction & Control.

C. Disaster Area Medical Coordination

1. In emergency situations involving significant damage to Hidalgo County medical facilities, each facility shall be responsible for determining its overall status and compiling a consolidated list of resources or services needed to restore vital functions**.** Each operating unit will report its status and needs to a single contact point designated by the facility. This facility contact should consolidate the data provided and report it to the Health and Medical staff in the EOC.

2. The Health Officer must be prepared to receive the consolidated requests and channel various elements of those requests to those local health and medical facilities as well as other departments, agencies, and organizations that can best respond. Requests for resources that cannot be obtained through normal sources of supply or through mutual aid by health and medical facilities outside the local area should be identified to the Resource Management staff in the EOC for action.

D. Line of Succession

To ensure continuity of health and medical activities during public health threats or actual public health disasters, the following line of succession is established for the Health Officer:

The line of succession for administrative:

1. Hidalgo County Judge
2. Hidalgo County Emergency Management Coordinator
3. Chief Administrative Officer
4. Medical Authority

The line of succession for Medical:

1. Medical Authority
2. Regional Medical Authority, Regional Director Texas Department of State Health Services Region 11
3. Chief Administrative Officer

See Section VII Direction and Control of basic plan

VIII. READINESS LEVELS

A. State Levels of Readiness

1. Level 4: Normal Conditions:

Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident.

a. Review and update plans and related SOPs.
b. Review assignment of all personnel.
c. Coordinate with local private industries on related activities.
d. Maintain a list of health & medical resources (see Annex M).
e. Maintain and periodically test equipment.
f. Conduct appropriate training, drills, and exercises which are NIMS compliant.
g. Develop tentative task assignments and identify potential resource shortfalls.
h. Establish a liaison with private health & medical facilities.

2. **Level 3: Increased Readiness:**

   Increased Readiness refers to a situation that presents a greater potential threat than “Level 4”, but poses no immediate threat to life and/or property.

   a. Check readiness of health and medical equipment, supplies, and facilities.
   b. Correct any deficiencies in equipment and facilities.
   c. Check readiness of equipment, supplies, and facilities.
   d. Correct shortages of essential supplies and equipment.
   e. Update incident notification and staff recall rosters.
   f. Notify key personnel of possible emergency operations.
   g. Review procedures for relocating patients and determine the availability of required specialized equipment if evacuation of health & medical facilities may be required.

3. **Level 2: High Readiness:**

   High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property.

   a. Alert personnel to the possibility of emergency duty.
   b. Place selected personnel and equipment on standby.
   c. Identify personnel to staff the EOC and ICP if those facilities are activated.

4. **Level 1: Maximum Readiness:**

   Maximum Readiness refers to situation that hazardous conditions are imminent.

   a. Mobilize health and medical resources to include personnel and equipment.
   b. Dispatch health and medical representative(s) to the EOC when activated.

   See Annex N section VII - Direction and Control

IX ADMINISTRATION & SUPPORT

A. Reporting

1. In addition to reports that may be required by their parent organizations, health & medical elements participating in emergency operations should provide appropriate situation reports to the Incident Commander, or if an incident command operation has not been established, to the Health Officer in the EOC. The Incident Commander will forward periodic reports to the EOC as per NIMS compliance.

2. Pertinent information from all sources will be incorporated into the Initial Emergency Report and the periodic Situation Report that is prepared and disseminated to key officials, other affected jurisdictions, and state agencies during major emergency operations. The essential elements of information for the Initial Emergency Report and the Situation Report are outlined in Appendices 2 and 3 to Annex N, Direction and Control.

B. Maintenance and Preservation of Records

1. Maintenance of Records. Health and medical operational records generated during an emergency will be collected and filed in an orderly manner. This is so a record of events is preserved for use in determining the possible recovery of emergency operations expenses, response costs, settling claims, assessing the effectiveness of operations, and updating emergency plans and procedures.

2. Documentation of Costs. Expenses incurred in carrying out health and medical services for certain hazards, such as radiological accidents or hazardous materials incidents, may be recoverable from the responsible party. Hence, all departments and agencies will maintain records of personnel and equipment used and supplies consumed during large-scale health and medical operations. Refer to basic plan section IX. C

3. Preservation of Records. Vital health & medical records should be protected from the effects of a disaster to the maximum extent possible. Should records be damaged during an emergency situation, professional assistance for preserving and restoring those records should be obtained as soon as possible.

C. Post Incident Review

For large-scale emergencies and disasters, the County Judge/Mayor/City Manager/EMC shall organize and conduct a review of emergency operations by those tasked in this annex in accordance with the guidance provided in Section IX.F of the Basic Plan. The purpose of this review is to identify needed improvements in this annex, procedures, facilities, and equipment. Health and medical services that participated in the emergency operations that are being reviewed should participate in the post-incident review.

D. Exercises

Local drills, tabletop exercises, functional exercises, and full-scale exercises based on the hazards faced by Hidalgo County should periodically include health and medical service operations. Additional drills and exercises may be conducted by various agencies and services for the purpose of developing and testing abilities to make effective health and medical response to various types of emergencies.

E. Resources

1. A list of local health & medical facilities is provided in Appendix 1.

2. A list of deployable health and medical response resources is provided in Annex M, Resource Management.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. The Hidalgo County Health and Human Services Department Health Officer is responsible for developing and maintaining Annex H. Recommended changes to this annex should be forwarded as needs become apparent.

B. Annex H will be revised annually and updated in accordance with the schedule outlined in Section X. D of the Basic Plan.

C. Departments and agencies assigned responsibilities in Annex H are responsible for developing and maintaining SOPs covering each responsibilities.

XI. REFERENCES

A. Annex H (Health & Medical Services) to the *State of Texas Emergency Management Plan*.

B. Texas Department of State Health Services (DSHS) website: www.dshs.state.tx.us.

C. DSHS Public Health Region website: www.dshs.state.tx.us/brlho/regions.html. This site contains information on the counties served by the 11 DSHS Public Health Regions.

APPENDICES

Appendix 1 Local Health and Medical Facilities

- Attachment A – Hospitals
- Attachment B – Health Clinics
- Attachment C – Nursing Homes

Requirement for DSHS and CDC: APPENDICES 2 – 22 are located at the Hidalgo County Health and Human Services Department

Appendix 2 Warning

Appendix 2a Communications

- Attachment A - CERC Plan

Appendix 3 Shelter and Mass

- Attachment A-Animal Care

Appendix 4 Radiological Protection

Appendix 5 Evacuation

Appendix 6 Fire Fighting

Appendix 7 Law Enforcement

Appendix 8 Health and Medical Services

- Attachment A – BT Preparedness (Basic Plan)
  - Tab 1 – SNS (Version 10 format)
    1. SOG A RSS
    2. SOG B Coordination with Treatment Centers
    3. SOG C Inventory Control
    4. SOG D Repackaging
    5. SOG E Security
    6. SOG F Dispensing
    7. SOG G Command and Control
    8. SOG H Communications
  - Tab 2 – 1st Responder Prophylaxis
  - Tab 3 – Chempack
- Attachment B – Dispensing
- Attachment C – Epidemiology and Surveillance
  - Tab 1 - Pandemic Influenza
  - Tab 2 - SARS
  - Tab 3 – Smallpox

Tab 4 – Laboratory Response (if applicable)
Tab 5 – Isolation and Quarantine
Tab 6 – Disease Reporting
Attachment D – Behavioral Health
Attachment E – Hospital and Medical Services Coordination
Tab 1 – Triage
Attachment F – MMRS
Appendix 9 – Staffing Management
Attachment A – Volunteers
Attachment B – Worker Safety
Attachment C – Citizen Corp
Appendix 10 – Emergency Public Information (Refer to CERC plan)
Appendix 11 – Recovery
Attachment A - Business Continuity
Appendix 12 – Public Works and Engineering
Appendix 13 – Energy and Utilities
Appendix 14 – Resources Management/by Health
Appendix 15 – Direction and Control
Attachment 1 – ICS Organization
Tab A - Unified/Area Command
Attachment 2 – LHD/EOC Management
Appendix 16 – Hazard Mitigation
Appendix 17 – Hazmat and Oil Spill
Appendix 18 – Search and Rescue
Appendix 19 – Transportation
Appendix 20 – Donations Management
Appendix 21 – Legal
Appendix 22 – Terrorist Response

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APPENDIX 1
To
Annex H (Health and Medical Services)

LOCAL HEALTH & MEDICAL FACILITIES

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HIDALGO COUNTY - HOSPITAL KEY CONTACT LIST

HOSPITAL	**Cornerstone Regional Hospital**				
Address:		City	*Phone Number*		
2655 Cornerstone Boulevard		**Edinburg, 78539**	**956-618-4444** **Administration Fax: 956-618-4242**		
Title	*Name*	*Phone*	*Cell*	*Pager*	*Email Name*
Hospital CEO	**Alma Medina**	618-4444 Ext 6420			amedina@cornerstoneregionalhospital.com
Hospital Administrator	**Alma Medina**	618-4444 Ext. 6420			amedina@cornerstoneregionalhospital.com
Chief Of Staff	**Dr. John Orfanos**	687-7151	972-6984		
House Supervisor	**Roxane Reyes**	225-3306		318-4799	
ER Manager	**Sergio Lopez**	451-2568			slopez@cornerstoneregionalhospital.com
Quality Management Director	**Irene Mireles**	972-6421			Imireles@cornerstoneregionalhospital.com
Risk Manager	**Alma Medina**	618-4444 Ext. 6420			amedina@cornerstoneregionalhospital.com
Safety Director	**Johnny Barrientes**	972-6442	827-7477		jbarrientes@cornerstoneregionalhospital.com
Security Director	**Johnny Barrientes**	972-6442	827-7477		jbarrientes@cornerstoneregionalhospital.com

Director of Nurses	**Alma Medina**	618-4444 Ext. 137			amedina@cornerstoneregionalhospital.com
Infection Control Nurse	**Nancy Campos**	618-4444 Ext. 6450			ncampos@cornerstoneregionalhospital.com
Laboratory Director	**Dr. Miguel A. Sanchez**	618-4444 Ext. 6450			
Pharmacy Director	**Carlos De Leon**	618-4444 Ext. 6447		288-5042	Carlos.Deleon@HCAhealthcare.com
Social Services Director	**N/A**				
Educator/ Trainer	**N/A**				
Medical Records Director	**Chris Garza**	618-4444 Ext.6429			cgarza@cornerstoneregionalhospital.com
Information Tech.Director	**N/A**				
Housekeeping Supervisor	**Johnny Barrientes**	618-4444 Ext. 153	827-7477		Fax: 618-4242
Maintenance Supervisor	**Johnny Barrientes**	618-4444 Ext. 153	827-7477		Fax: 618-4242

Updated: 04/27/2011 (AP)

HIDALGO COUNTY - HOSPITAL KEY CONTACT LIST

HOSPITAL	**Doctors Hospital At Renaissance**	
Address:	City	*Phone Number*
5501 South McColl Road	**McAllen, 78502**	**956.661.7100** **Administration Fax: 956-661-7361**

Title	*Name*	*Phone*	*Cell*	*Fax*	*Email Name*
Hospital CEO	**Dr. Lawrence Gelman**	661-7100			L.gelman@dhr-rgv.com
COO	**Marissa Castaneda**	661-7368			m.castaneda@dhr-rgv.com
Chief of Staff	**Victor Salazar**				
Emergency Department Medical Director	**Dr. Javier Cortinas**	971-6134			j.cortinas@dhr-rgv.com
Emergency Management Coordinator	**Mathew Baker**	956-971-6100	956-225-3397		
ER Director/ Emergency Department Nurse Director	**Omar Almaguer**	971-6135		971-3494	o.almaguer@dhr-rgv.com
Bio-Terrorism Director	**Angel Juarez**	661-7232			a.juarez@dhr-rgv.com
Quality Management Director	**Dora Vela**	362-7885			

Safety Officer	**Curt Caruso**	362-3125			
Security Director	**John Rustick**	661-7232	342-0868		j.rustick@dhr-rgv.com
CNE - Director of Nurses	**Ted Disque**	661-7155			t.disque@dhr-rgv.com
Infection Control Nurse	**Mary Lou Love, RN**	971-6259	288-1138	971-6365	M.Love@dhr-rgv.com
Laboratory Director	**Dennis Davis**	362-7641			
Pharmacy Director	**Gavino Garza**	971-6292			g.garza@dhr-rgv.com
Educator/Trainer	**Pat Palomo**	**661-7328**			p.palomo@dhr-rgv.com
Case Manager Director	**Lulu Rizalde**	661-3472			l.rizalde@dhr-rgv.com
Medical Records Director	**Laura Lozano**	661-7380			L.lozano@dhr-rgv.com
Information Tech.Director	**Robert Acosta**	661-7796			r.acosta@dhr-rgv.com
Housekeeping Director	**Mike Salinas**	661-6127			m.salinas@dhr-rgv.com
Maintenance Director	**John Rustik**	661-7232	342-0868		j.rustick@dhr-rgv.com
Risk Communications	**Alicia Olivarrieta**	661-7159			A.olivarrieta@dhr-rgv.com

Updated: ***06/28/2011 (AP)***

HIDALGO COUNTY - HOSPITAL KEY CONTACT LIST

HOSPITAL	**Edinburg Regional Medical Center**	
Address:	City	*Phone Number*
1102 West Trenton Road	**Edinburg, 78539**	**956-388-6000** **Administration Fax: 956-388-6020**

Title	*Name*	*Phone*	*Cell*	*Pager*	*Email Name*
Hospital CEO Administrator	**Linda Resendez**	388-6607			Linda.resendez@uhsrgv.com
Hospital CO Administrator	**Ryan Jensen**	388-6605			Ryan.jensen@uhsrgv.com
House Supervisor	**Andy Guerra**	388-6512			
ER Director	**Rose Jimena**	388-6910			Rose.Jimena@uhsrgv.com
Trauma Coordinator	**Martine Acosta**	388-6519			Martine.acosta@uhsrgv.com
Quality Management Director/Risk Manager	**Kay Vogel**	632-4695			Kay.vogel@uhsrgv.com
Safety Officer	**Lupe Caballero**	388-6663		318-6607	Lupe.caballero@uhsrgv.com
Security Director	**Lupe Caballero**				Lupe.caballero@uhsrgv.com
Chief of Staff	**Dr. Alan Mercado**	383-7788			

Chief Nurse Officer	**Rose Jimena**	388-6635			Rose.Jimena@uhsrgv.com
Infection Control Director	**Howard Watson**	388-6347			Howard.watson@uhsrgv.com
Laboratory Director	**Grace Garza**	632-4248	453-4638		Gracie.Garza@uhsrgv.com
Pharmacy Director	**Krishna Cheary**	388-6676			Krishna.cheary@uhsrgv.com
Case Manager Director	**Rose Mary Lara**	388-6446			Rosemary.lara@uhsrgv.com
Medical Records Director	**Nelda Mejia**	388-6640 632-4078			Nelda.mejia@uhsrgv.com
Information Tech.Director	**Rosie Mendiola**	388-2230	337-0486		Rosie.mendiola@uhsrgv.com
Housekeeping Supervisor	**Kathia Gonzalez**	388-6663	466-4633	288-1245	Kathia.gonzalez@uhsrgv.com
Maintenance Supervisor	**Lupe Caballero**	388-6661		318-6607	Lupe.caballero@uhsrgv.com

Updated: 06/30/2011 (AP)

Please note that House Supervisor is always in house 24/7 and can be reached at 388-6512. In case of an Emergency the House Supervisor will reach the Administrator on call.

HIDALGO COUNTY - HOSPITAL KEY CONTACT LIST

HOSPITAL	**Knapp Medical Center**				
Address:		City		*Phone Number*	
1401 East 8th Street		**Weslaco, 78596**		**956-968-5200** **956-969-2293 fax** **Administration: Ericka Lopez**	
Title	*Name*	*Phone*	*Cell*	*Pager*	*Email Name*
Hospital CEO	**James Summerset**	969-5200			Ericka.lopez@knappmed.org (secretary)
Hospital Administrator	**James Summerset**	969-5200			Ericka.lopez@knappmed.org (secretary)
Chief Of Staff	**Dr. Ediberto Alanis**	969-8567			
House Supervisor	**Raul Caballero**	969-5313		176	
ER Director	**Ana Hinojosa**	969-5192	514-6213	514-6213	Interim Director-no email
Trauma Coordinator	**Sandra Esquivel**	968-8567	793-7572		
Quality Management Director	**Ginger Robles**	969-5297			GRobles@knappmed.org
Risk Manager/Bio-Terrorism Director	**Ruben Garza**	969-5297	532-8615	565-8949	rgarza@knappmed.org

Safety Director	**Ruben Garza**	969-5297	532-8615	565-8949	rgarza@knappmed.org
Security Director	**Ruben Garza**	969-5297	532-8615	565-8949	rgarza@knappmed.org
Chief Nurse Officer	**Madonna Coughenour**	969-5180			
Infection Control Nurse	**OPEN**	969-5181 Ext. 2776 Fax: 968-0764			
Infection Control Dept.	**OPEN**	969-5181 Ext. 2776			
Educator/Trainer	**Joe Aguilar**	969-5181			JAguilar@knappmed.org
Laboratory Director	**Ricardo Medina**	969-5244			RMedina@knappmed.org
Pharmacy Director	**Claudia Sander**	969-5363	453-6195	650-5141	csander@knappmed.org
Pharmacist	**Joe Sanchez**	969-5363			
Case Manager Director	**Alicia Rodriguez**	969-5359			
Medical Records Director	**Ed Sanchez**	969-5242			
Information Tech.Director	**Gary Lite**	969-5174			

Housekeeping Supervisor	**Halti Clemens**	969-5124			
Maintenance Supervisor	**Halti Clemens**	969-5262			

Updated: 04/24/2011 (AP)

HIDALGO COUNTY - HOSPITAL KEY CONTACT LIST

HOSPITAL	**LifeCare Hospitals of South Texas**				
Address:		City		*Phone Number*	
1) Life Care Hospital of South Texas 5101 N. Jackson Rd. McAllen **2) Life Care Hospital of South Texas 2001 South "M" Street, McAllen**		**McAllen, 78504** **McAllen, 78503**		**956-688-4300** **Administration Fax: 956-688-4504**	
Title	*Name*	*Phone*	*Cell*	*Fax*	*Email Name*
Hospital CEO	**Terry Kepler**	688-4305	330-2655		terry.kepler@lifecare-hospitals.com
Director Quality & Risk Manager	**Lisa Woodward**	688-4311			lisa.woodward@lifecare-hospitals.com
Safety Officer	**Jose Escobedo**	358-4953	688-4351		ernie@lifecare-hospitals.com
Quality Management Director	**Lisa Woodward**	926-7007			
Chief Nurse Officer	**Patricia Klase**	688-4384			

		926-7011			
Infection Control Nurse	**Adelina Sandoval**	688-4304		688-4504	adelina.sandoval@lifecare-hospitals.com
Pharmacy Director	**Anita Ramirez, R. Ph**	688-4346	330-0581 24/7 # 330-0581		anitar@lifecare-hospitals.com DEA# BL9126500 Exp.3/31/11
Case Manager Director	**Lupita Garcia**	688-4317	279-2259		
Medical Records Director	**Sonia Raygoza**	688-4335	385-1214		sonia.raygoza@lifecare-hospitals.com

Updated 04/25/2011 (SM)

HIDALGO COUNTY - HOSPITAL KEY CONTACT LIST

HOSPITAL	**(South Texas Health System)** **1st McAllen Medical Center** **2nd McAllen Heart Hospital** **Administration Fax: 956-632-4010**	
Address:	City	*Phone Number*
301 West Expressway 83	**McAllen, 78503**	**956-632-4000** **Administration Fax: 956-632-4010**

Title	*Name*	*Phone*	*Cell*	*Pager*	*Email Name*
Hospital CEO	**Joe Riley**	632-4008			
House Supervisor	**Cindy Bruce**	632-4585		386-4094	
ER Director for MMC &	**Al Calzada**	971-5719			

Heart Hospital		424-7866 632-4100			
Trauma Coordinator	**Don Wells**	632-4959			
Risk Manager	**Christy Gaytan-Valdez**	632-4961 632-4951			
Safety Officer/Bio-Terrorism Director	**Christy Gaytan-Valdez**	388-4901			christy.gaitan-valdez@uhsrgv.com
Security Director	**Marco Castor**	388-2257			
Chief of Staff	**Dr. Joe Mendiola**	994-9100			
Chief Nurse Officer	**Intrim- Rose Jimena**	632-4097			
Infection Control Nurse	**Cella Dominguez**	632-5553			
Educator/Trainer same for ERMC/Heart Hosp	**Gloria Vela**	632-4923			Gloria.Vela@uhsrgv.com
System/Lab Director	**Gracie Garza**	632-4248 388-6711	453-4638		
Pharmacy Director	**Lisa Ramirez**	632-4287	451-9560		
Case Manager Director	**Intrim-Rachel Martinez**	632-4170			
Medical Records Director	**Nelda Mejia**	632-4057			

Asst. Administrator Information Tech.	**Rosie Mendiola**	388-2230	337-0486		
Housekeeping Supervisor	**Ed Adame**	632-4912			
Maintenance Supervisor	**Marco Castor** **Elvia Rivas**	632-4000			Marco.castor@uhsrgv.com

Updated: 04/29/2011 (SM)

HIDALGO COUNTY - HOSPITAL KEY CONTACT LIST

HOSPITAL	**Mission Regional Medical Center**				
Address:		City		*Phone Number*	
900 South Bryan Road		**Mission, 78572**		**956-323-9000** **Administration Fax: 956-323-9102**	
Title	*Name*	*Phone*	*Cell*	*Pager*	*Email Name*
Hospital CEO	**Javier Iruegas**	323-9106			osanchez@missionrmc.org
Chief of Staff	**Giselle Matthews**	519-1332			
House Supervisor	**Juan Larralde**	323-1740			
ER Director	**Ann Wilson**	323-1117			avdedios@missionrmc.org

Risk Manager	**Nellie Ibarra**	323-1071			
Safety Director	**Buchholz, Kathie**	323-1731			kbuchholz@missionrmc.org
Security Director	**Mike Cerna**	323-1731	24/7 # 926-1565		mcerna@missionhospital.org
Chief Nurse Officer	**Terry Jenkins**	323-9105			lrtomascik@missionrmc.org
Infection Control Manager	**Hector Contreras** **Bertha Montes Secretary**	323-1235 323-1230 Fax: 323-1233	342-1744	972-2605	HCONTRERAS@missionrmc.org
Employee Health	**Norma Garza**	323-1231 Fax: 323-1233			
Educator/Trainer	**Mark Davis**	323-9000			mdavis@missionrmc.org
Laboratory Director	**Carlos Gonzalez**	323-1300			cgonzalez@missionrmc.org
Pharmacy Director	**Imelda R. Ochoa, R.Ph**	323-1501			
Social Services	**Gloria Perez**	323-1297			
Case Manager Director	**Sherry-Ann Wood**	323-1291			sawood@missionrmc.org

Medical Records Director	**Dan Elizondo**	323-1904			
Information Tech.Director	**Ray Bruels**	323-1351			
Housekeeping Director	**Mike Cerna**	323-1731			mcerna@missionrmc.org
Plant Operation Director	**Julian Cervantes**	323-1200			

Update: 04/29/2011 (SM)

HIDALGO COUNTY - HOSPITAL KEY CONTACT LIST

HOSPITAL	**Rio Grande Regional Hospital**				
Address:		City		*Phone Number*	
101 E. Ridge Road		**McAllen, 78503**		**956-632-6000** **Administration Fax: 956-632-6621**	
Title	*Name*	*Phone*	*Cell*	*Pager*	*Email Name*
Hospital CEO	**Greg Seiler**	632-6100			
Emergency Dir.	**Jackie Rude**	668-6838	522-0384		jacqueline.rude@hcahealthcare.com
Trauma Coordinator	**Dawn Wood**	632-6512			

Risk Manager	**Joan Phillips**	632-6164			
Security Supervisor	**Derell Satle**	467-7142			
Chief of Staff	**Carlos Garcia-Cantu**	687-7151			
Chief Nurse Officer	**Kathy Dassler**	632-6107			
Infection Control Practitioner	**Anna De La Cruz**	632-6195	661-3095		anna.delcruz@hcahealthcare.com
Education Director	**Pam Bond**	632-6313			pamela.bond@hcahealthcare.com
Lab Director	**Dave Almquist**	632-6420			david.almquist@hcahealthcare.com
Pharmacy Director	**Carlos De Leon**	632-6172			
Case Manager Director	**Angie Blackford**	632-6528			
Medical Records Director	**Diane Clark**	632-6593			
Zone Hospital Director IS	**Carlos Leal**	632-6123			
Environmental Services	**Libby Reol**	632-6176			
Facilities Director		457-8487			

Updated 04/30/2011 (SM)

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

KEY CONTACT LIST

Clinic	Address	Clinic Coordinator	Phone	Fax
Edinburg Clinic	3105 East Richardson Edinburg, TX 78539	Laila De Leon, RN	956-787-0787	956-781-4384

Elsa Clinic	708 East Edinburg Ave Elsa, TX 78543	Laura Reyes, RN	956-565-3191	956-565-6485
Hidalgo Clinic	702 East Texano Hidalgo, TX 78557	Cecilia Lopez,RN	956-262-1363	956-262-1840
McAllen Clinic	300 East Hackberry McAllen, TX 78501	Norma Garza, RN	956-519-1800	956-519-9360
Mission Clinic	211 South Schuebach Mission, TX 78572	Vicky Garza, RN	956-781-6077	956-283-9705
Pharr Clinic	300 W. Hall Acres Pharr, TX 78577	Lilia Velasco,RN	956-580-3303	956-580-1505
Weslaco Clinic	1901 North Bridge Weslaco, TX 78596	Elva Murphy, RN	956-464-5809	956-464-5816
Pulmonary Clinic	1304 South 25th Street Edinburg, TX 78539	Gloria Salinas, RN	956-287-8850	956-287-8853

NUESTRA CLINICA DEL VALLE

KEY CONTACT LIST

Clinic	Address	Clinic Coordinator	Phone	Fax
Edinburg Clinic	801 W. 1st. Street	Flora Reyes, LVN	956-787-0787	956-781-4384

Mercedes Clinic	1500 First Street	Jaime Garza, LVN	956-565-3191	956-565-6485
Edcouch Clinic	1200 E. Santa Rosa	Joe Loredo, LVN	956-262-1363	956-262-1840
Memorial Clinic	201 S. Los Ebanos Blvd.	Daniel Rubio, LVN	956-519-1800	956-519-9360
PSJA –SB Clinic	2900 N. Raul Longoria Rd.	Lydia Emter, LVN	956-781-6077	956-283-9705
Mission Clinic	611 N. Bryan Rd.	Larry Gonzalez,LVN	956-580-3303	956-580-1505
Donna Clinic	301 S. 17th Street	Elizabeth Gutierrez,LVN	956-464-5809	956-464-5816
San Carlos Clinic	300 N. 86th Street	Olga Servillion, LVN	956-287-8850	956-287-8853

Nursing Homes in Hidalgo County

KEY CONTACT LIST

Name of Agency	Address	Phone	FAX	email address	Contact person
Alfredo Gonzalez Texas State Veterans Home *	301 Yuma McAllen, TX 78504	(956) 682-4224	(956) 682-4668	dlzarate@sears-methodist.com	Diana Zarate

Biltmore Assistant Living *	700 E Jackson McAllen, TX 78501	(956) 682-3985	(956) 682-5659		Jeanette San Roman
Briarcliff Nursing & Rehabilitation Center *	3201 N Ware Rd McAllen, TX 78501	(956) 631-5542	(956) 631-5777		Teresa Zarate
Bridges At Edinburg Assisted Living Facility *	5208 S Sugar Rd Edinburg, TX 78504	(956) 782-9882	(956) 782-2070		Rosa Leal
Bridges At Mission Assisted Living Facility*	1201 St Claire St Mission, TX 78572	(956) 519-9800	(956) 519-7766		Lily Leal
Colonial Manor *	209 W Hackberry McAllen, TX 78501	(956) 686-2243	(956) 686-0209		Sandra Basaldua
Crossroads Assistant Living *	9500 Hwy 107 Mission, TX 78572	(956) 583-8013	(956) 583-5120	crossroadsrgv@yahoo.com	Benjamin Madrigales
Edinburg Nursing & Rehabilitation Center *	5215 S Sugar Rd Edinburg, TX 78504	(956) 782-9666	(956) 782-6666		Charlie Alonzo
Francisca Dimas*	901 W 25th St Edinburg,Tx 78504	(956) 585-1113			Francisca Dimas

Good Samaritan Society *	812 W Houston Ave McAllen, TX 78501	(956) 682-6331	(956) 682-9831	mgemar@good-sam.com	Maren Gemar
John Knox Village Retirement Center*	1300 S Border Ave Weslaco TX 78596	(956) 968-4575	(956) 968-4570		Skip Smith/ruben Hrnz 358-9072
Las Palmas Health Care Center	1301 E Quebec McAllen, TX 78501	(956) 661-4300	(956) 972-0053		Hari Namboodiri
Legend Transitional Care *	2109 S K Center St McAllen, TX 78503	(956) 686-9100	(956)686-9603	mkoch@legendhc.com	Mike Koch
McAllen Nursing Center *	600 N Cynthia McAllen, TX 78503	(956) 631-2265	(956)631-0244		Mary Santana/admin.
Mission Nursing Home & Rehabilitation *	1013 S Bryan Rd Mission, TX 78572	(956) 580-2100	(956) 581-5161	isabel2100@sbcglobal.net	Isabel C Flores
Retama Manor Weslaco *	721 S Airport Weslaco TX 78596	(956) 968-8502	(956) 968-0286		Maria Luisa Martinez/Katherin Potts
Retama Manor McAllen *	900 S 12th McAllen, TX 78501	(956) 682-4171	(956) 686-8235		Rogelio Zepeda
Retama Manor Edinburg *	1505 S Closner Edinburg, TX 78504	(956) 383-5656	(956)318-0063		Lilly Molina

San Juan Nursing Home *	300 N Nebraska San Juan, TX 78589	(956) 787-1771	(956) 787-8091		Patric Eronine
The Village Care Center *	615 N Ware Rd McAllen, TX 78501	(956) 664-8900	(956) 664-8906	bhulse@ensigngroup.net	Brian Hulse
Twinbrooke South *	1000 N McColl McAllen, TX 78501	(956)682-6101	(956) 682-0109	tsbmsb@hiline.net	Carl Lueg
Valley Grande Manor Nursing Home & Rehabilitation Center	1212 S. Bridge Ave Weslaco Tx 78596	(956) 968-2121	(956) 969-1794		Bill Lowe, Adminstrator
Waterford Gardens *	1522 E Griffin Parkway Mission, TX 78572	(956) 584-1984	(956) 585-7314		Lucille Cavazos/Yvette Rangel
Weslaco Nursing & Rehabilitation Center*	422 E 18th St Weslaco TX 78596	(956) 973-8451	(956) 973-8453		
Beyamar Hospice Service Inc.*	3031 Alberta McAllen, TX 78501	(956) 631-1408	(956)631-7222		Gene lee RN
CIMA Hospice *	5317 N Mccoll Rd McAllen TX 78504	(956) 631-4354	(956)631-4042	balliecimahospice.net	Linda Balli or Alicia Garcia
Knapp Medical Center Hospice	1401 E 8th St Weslaco TX 78596	(956) 973-1879	(956)968-8168	denysesoto@hotmail.com	Denyse Soto
Eldercare Home Health Hospic/Heart of the Valley Hospice	1835 S Sam Houston Hidalgo Co Pt"s San Benito TX	800-787-6202	(956)361-7659		Pat Rodriguez/Jodie Petitta
Bridges At Edinburg Assisted	5208 S Sugar Rd Edinburg, TX 78504	(956) 782-9882			Rosa Leal

Living Facility *			(956) 782-2070		
Bridges At Mission Assisted Living Facility*	1201 St Claire St Mission, TX 78572	(956) 519-9800	(956) 519-7766		Lily Leal
Colonial Manor *	209 W Hackberry McAllen, TX 78501	(956) 686-2243	(956) 686-0209		Sandra Basaldua
Crossroads Assistant Living *	9500 Hwy 107 Mission, TX 78572	(956) 583-8013	(956) 583-5120	crossroadsrgv@yahoo.com	Benjamin Madrigales
Edinburg Nursing & Rehabilitation Center *	5215 S Sugar Rd Edinburg, TX 78504	(956) 782-9666	(956) 782-6666		Charlie Alonzo
Francisca Dimas*	901 W 25th St Edinburg, TX 78504	(956)585-1113			Francisca Dimas
Good Samaritan Society *	812 W Houston Ave McAllen, TX 78501	(956) 682-6331	(956) 682-9831	mgemar@good-sam.com	Maren Gemar

ANNEX K

PUBLIC WORKS
&
ENGINEERING

Hidalgo County

Jurisdiction

APPROVAL & IMPLEMENTATION

Annex K

PUBLIC WORKS
&
ENGINEERING

Signature	Date
Signature	Date

RECORD OF CHANGES

Annex K

Public Works
&
Engineering

Change #	Date of Change	Entered By	Date Entered

ANNEX K

Public Works & Engineering

I. AUTHORITY

See Section I of the Basic Plan for general authorities.

Texas Government Code, Section 418.023, Clearance of Debris.

[Include any local ordinance or order that provides for emergency purchasing or contracting.]

[Include any local ordinance or order that provides for expedited demolition of damaged structures during emergency situations.]

II. PURPOSE

The purpose of this annex is to outline the local organization, operational concepts, responsibilities, and procedures to accomplish coordinated public works and engineering activities during emergency situations.

III. EXPLANATION OF TERMS

A. Acronyms

DPS	Texas Department of Public Safety
EOC	Emergency Operations Center
EMC	Emergency Management Coordinator
FEMA	Federal Emergency Management Agency
GDEM	Governor's Division of Emergency Management
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
NIMS	National Incident Management System
NRP	National Response Plan
SAR	Search and Rescue
SOP	Standard Operating Procedures
TAHC	Texas Animal Health Commission
DSHS	Texas Department of State Health Services
TCEQ	Texas Commission on Environmental Quality
TDSR	Temporary Debris Storage and Reduction
TRRN	Texas Regional Resource Network
TxDOT	Texas Department of Transportation

B. Definitions

1. Debris Clearance. Clearing roads of debris by pushing debris to the roadside.

2. Debris Disposal. Placing mixed debris and or the residue of debris volume reduction operations into an approved landfill.

3. Debris Removal. Debris collection and transport to a temporary storage site for sorting and/or volume reduction or to a permanent disposal site. Debris removal also includes damaged structure demolition and removal.

IV. SITUATION & ASSUMPTIONS

A. Situation

1. See the general situation statement and hazard summary in Section IV.A of the Basic Plan.

2. This jurisdiction anticipates emergency situations may occur which threaten public health, safety, and property. An emergency situation of this nature may require emergency public works and engineering services.

B. Assumptions

1. Employing public works and engineering personnel and equipment during pre-disaster operations should minimize disaster damage. Advance preparation of personnel and equipment may also hasten restoration efforts.

2. Local departments and agencies responsible for the public works and engineering function may have insufficient resources to remove the debris created by a major emergency or disaster and accomplish other recovery tasks.

3. Public works & engineering departments and agencies are expected to accomplish expedient repair and restoration of essential services and vital facilities. Dependent on the scale of the operation(s), major reconstruction initiatives will likely require contract assistance.

4. Public works and engineering will be able to organize and carry out debris clearance in the aftermath of an emergency. Large scale debris and/or hazardous material operations, however, will likely require external assistance.

5. Private construction companies, engineering firms, and equipment rental contractors have staff and equipment resources that may be contracted to carry out public works and engineering activities during emergency situations. However, local government may have to compete with businesses and individuals seeking those resources for repairs or rebuilding.

6. Assistance may be available from other jurisdictions through inter-local agreements [and from commercial firms through contingency contracts]. Some types of emergency

situations, including earthquakes, hurricanes, and floods may affect large areas, making it difficult to obtain assistance from usual sources.

7. Damage to chemical plants, power lines, sewer and water distribution systems, and secondary hazards, such as fires, may result in health and safety hazards. These hazards could pose a threat to public works and engineering personnel and impede operational capabilities.

8. Alternate disposal methods and facilities may be needed as local landfills and waste disposal facilities may prove inadequate to deal with large amounts of debris. Special considerations must be made if the debris has been contaminated with chemicals or petroleum products.

9. If local capabilities prove inadequate to deal with a major emergency or disaster, state, and/or federal resources will be available to assist in debris removal and restoration of essential services.

V. CONCEPT OF OPERATIONS

A. General

The general public works and engineering tasks to be performed during emergency situations include:

1. For slowly developing emergency situations, take actions to protect government facilities, equipment, and supplies prior to the onset of hazardous conditions.
2. Provide heavy equipment support for search and rescue operations.
3. Conduct damage-assessment surveys of public facilities, roads, bridges, and other infrastructure.
4. Inspect damaged structures.
5. Clear debris from roadways and make repairs to reopen transportation arteries.
6. Make expedient repairs to essential public facilities to restore operations or protect them from further damage.
7. Remove debris from public property and manage debris disposal operations for public and private property.
8. Assist in controlling public access to hazardous areas.

B. Protecting Resources and Preserving Capabilities

1. Public works and engineering resources may be employed during slow developing emergency situations to protect and limit damage to government facilities, equipment, and essential utilities. Protective actions may include sandbagging, building protective levees, ditching, installing protective window coverings, or removing vital equipment. Public works and engineering elements are expected to identify buildings and other infrastructure that will benefit from protective measures and, in coordination with the departments or agencies that occupy those facilities, carry out necessary protective actions.

2. If time permits, public works and engineering elements are also expected to take action in advance of an emergency situation to preserve response and recovery capabilities by protecting vital equipment and supplies, either in place or by relocating them to a safe location. It is desirable for agencies to enter into advanced agreements with other agencies or jurisdictions to ensure the safety and security of vital equipment and resources.

C. Search & Rescue (SAR) Support

Road and Bridge departments may be required to provide heavy equipment support for search and rescue operations, particularly support for search operations in collapsed buildings.

D. Damage Assessment

1. Road and Bridge departments will lead preliminary damage assessments of public buildings, homes, businesses, roads, bridges, and other infrastructure following a disaster. Damage assessment procedures and forms used in the assessment processes are discussed in Annex J, Recovery.

2. Facilities management personnel shall inspect damaged structures. Inspections are conducted to identify unsafe structures and, if necessary, take actions to restrict entry and occupancy until the structures can be made safe.

3. Damaged buildings posing an immediate threat to public health and safety should be appropriately posted to restrict public access pending repairs or demolition. Local ordinances provide for expedited demolition of structures that pose a threat to public health during emergency situations.

E. Debris Clearance and Removal

See Appendix 2, Debris Management.

F. Temporary Repairs and Restoration

1. Facilities Management staff is expected to make timely temporary repairs to government-owned buildings and other infrastructure essential to emergency response and recovery operations. Building contents should be removed or restricted until the restoration process is complete. Personnel should coordinate with building occupants to determine which areas and equipment have the highest priority for protection.

2. Hazardous situations may result in damage to computers storing vital government records and/or hard copy records, such as building plans, legal documents, tax records, and other documents. When computers or paper records are damaged, it is essential to obtain professional technical assistance for restoration as soon as possible.

3. It is generally impractical to restore buildings sustaining major damage during the emergency response phase. Major repairs will normally be postponed until recovery operations commence and will typically be performed by contract personnel.

G. Actions by Phases of Emergency Management:

1. Prevention

   a. Identify vulnerabilities of existing public buildings, roads, bridges, water systems, and sewer systems to known hazards and take steps to lessen vulnerabilities.

   b. Reduce vulnerability of new public facilities to known hazards through proper design and site selection.

   c. Develop plans to protect facilities and equipment at risk from known hazards.

   d. Install emergency generators in key facilities and have portable generators available to meet unexpected needs. Ensure procedures are in place to maintain and periodically test back-up sources of power, such as generators and fuel, in the event of an emergency power loss.

2. Preparedness

   a. Ensure government buildings, roads and bridges, and public works equipment are in good repair.

   b. Ensure an adequate number of personnel are trained to operate heavy equipment and other specialized equipment.

   c. Stockpile materials needed to protect and repair structures, roads, bridges, and other infrastructure.

   d. Develop general priorities for clearing debris from roads.

   e. Maintain an adequate quantity of barricades and temporary fencing.

   f. Maintain current maps and plans of government facilities, roads, bridges, and utilities.

   g. Review plans, evaluate emergency staffing needs in light of potential requirements, and make tentative emergency task assignments.

   h. Establish and train damage survey teams.

   i. Execute contingency contracts for emergency equipment and services with local contractors and execute agreements with individuals and businesses to borrow equipment.

   j. Develop procedures to support or accomplish the tasks outlined in this annex.

   k. Ensure government-owned vehicles and other equipment can be fueled during an electrical outage.

3. Response

    a. If warning is available, take actions to protect government facilities and equipment.

    b. Survey areas affected by a hazard, assess damage, and determine the need and priority for expedient repair or protection to prevent further damage. Report damage assessments to the EOC.

    c. Upon request, provide heavy equipment support for SAR operations. See Annex R, Search and Rescue.

    d. Clear roads of debris. See Appendix 2.

    e. Inspect damaged buildings to determine if they are safe for occupancy.

    f. Remove debris from public property and manage proper debris disposal. See Appendix 2.

    g. Make repairs to damaged government facilities and equipment, as needed.

    h. Coordinate with the Energy & Utilities companies to arrange for emergency electrical service, if required, to support emergency operations.

    i. Restrict access to hazardous areas, using barricades and temporary fencing, upon request.

4. Recovery

    a. Repair or contract repairs to government-owned buildings, roads, bridges, and other infrastructure.

    b. Support community cleanup efforts, as necessary.

    c. Participate in compiling estimates of damage and response and recovery costs.

    d. Participate in post-incident review of emergency operations and make necessary changes to improve emergency plans and procedures.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. The function of public works and engineering during emergency situations shall be carried out in the framework of our normal emergency organization described in Section VI.A of the Basic Plan, and in accordance with National Incident Management System (NIMS)/National Response Plan (NRP) protocols. Preplanning for emergency public works and engineering tasks shall be conducted to ensure staff and procedures needed to manage resources in an emergency situation are in place.

2. During an Incident of National Significance or Disaster Declaration under the Stafford Act Public Assistance Program, Public Works and Engineering may integrate, as required, with the National Response Plan (NRP), Emergency Support Function (ESF) #3 activities. The Federal ESF #3 will develop work priorities in cooperation with state, local, and/or tribal governments and in coordination with the Federal Coordinating Officer and/or the Federal Resource Coordinator. (See Annex 3, Public Works and Engineering – National Response Plan).

B. Assignment of Responsibilities

1. The County Planning Administrator will serve as the Public Works Officer during emergencies and will:

   a. Coordinate certain pre-emergency programs to reduce the vulnerability of local facilities and other infrastructure to known hazards. See Annex P, Hazard Mitigation.

   b. Manage the public works and engineering function during emergency situations in accordance with the NIMS.

   c. Oversee the restoration of key facilities and systems and debris removal following a disaster.

   d. Develop and implement procedures to ensure a coordinated effort between the various local departments and agencies that perform the public works and engineering functions. Ensure appropriate emergency response training for assigned personnel in accordance with Section IX.D of the Basic Plan.

   e. Identify contractors who can provide heavy and specialized equipment support during emergencies and individuals and businesses that may be willing to lend equipment to local government during emergencies.

   f. Assist the Resource Manager in maintaining a current list of public works and engineering resources. See Annex M, Resource Management. [In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are typed according to NIMS and a part of the Texas Regional Response Network (TRRN).]

   g. Maintain this annex.

2. The Road and Bridge Department will:

   a. Carry out pre-disaster protective actions for impending hazards, including identifying possible facilities for debris storage and reduction.

   b. Conduct damage assessments in the aftermath of disaster.

   c. Repair and protect damaged government facilities.

   d. Provide heavy and specialized equipment support for SAR operations.

e. Carry out debris clearance and removal. See Appendix 2.

f. With the assistance of the Legal Officer, negotiate inter-local agreements for public works and engineering support.

g. Maintain stockpiles of disaster supplies such as sandbags, plastic sheeting, and plywood.

3. The Hidalgo County Damage Assessment Committee will:

a. Develop damage assessment procedures and provide training for damage survey teams.

b. Provide engineering services and advice to the Incident Commander and EOC staff.

c. Assist in conducting damage assessments in the aftermath of an emergency. See Annex J, Recovery.

d. Safeguard vital engineering records.

4. Road & Bridge Department will:

a. Maintain reasonable stockpiles of emergency paving materials.

b. Make emergency repairs to [county/city] roads, bridges, culverts, and drainage systems.

c. Supervise debris clearance from the public right-of-way and support debris removal operations.

d. Emplace barricades where needed for safety.
e. Provide personnel and equipment to aid in SAR operations as needed.

f. Provide heavy equipment support for protective actions taken prior to an emergency and for response and recovery operations.

g. Assist in repairs to government-owned utilities and drainage systems.

5. The Sanitation Department will:

a. Collect and properly dispose of refuse.

b. Support emergency public works and engineering operations with available resources.

6. The Safety Department will:

    a. Support damage assessment operations.

    b. Determine if access to damaged structures should be restricted or if they should be condemned and demolished.

    c. Inspect expedient shelter and mass care facilities for safety.

7. Outside Communications Contractors will:

    a. Restore damaged communications systems.

    b. Provide communications technical and equipment support for emergency operations.

8. Parks and Recreation Department will:

    a. Assess damage to parks and recreation facilities and assist in assessing damage to other facilities.

    b. Provide personnel and light equipment support for public works and engineering operations.

    c. Upon request, establish and staff a facility to sort and catalog property removed from damaged government-owned facilities.

VII. DIRECTION & CONTROL

A. The County Judge] shall, pursuant to NIMS, provide general guidance for the public works and engineering function and, when necessary, approve requests for state or federal resources.

B. The Incident Commander (IC) will manage public works and engineering emergency resources committed to an incident site and shall be assisted by a staff commensurate with the tasks to be performed and resources committed to the operation. If the EOC is not activated, the IC may request additional resources from local departments and agencies. The IC may also request authorized officials to activate mutual aid agreements or emergency response contracts to obtain additional resources.

C. The EOC will be activated for major emergencies and disasters. When the EOC is activated, the Public Works Officer will manage the emergency public works and engineering function from the EOC. The IC shall direct resources committed to the incident site and coordinate resource requests through the Public Works Officer. The Public Works Officer shall manage resources not committed to the incident site and coordinate the provision of additional resources from external sources.

D. The Public Works Officer will respond to mission priorities established by the IC or the EMC direct departments and agencies with public works and engineering resources to accomplish specific tasks, and coordinate task assignments to achieve overall objectives.

E. The Public Works Officer will identify public and private sources from which needed resources can be obtained during an emergency and coordinate with the Resource Manager to originate emergency procurements or to obtain such resources by lease, rental, borrowing, donation, or other means.

F. A major emergency or disaster may produce substantial property damage and debris requiring a lengthy recovery operation. In such incidents, it may be desirable to establish a Debris Removal Task Force to manage debris removal and disposal. The task force may continue to operate even after the EOC deactivates. See Appendix 2 for the organization and responsibilities of this element.

G. Normal supervisors of public works and engineering personnel participating in emergency operations will exercise their usual supervisory responsibilities over assigned personnel, subject to NIMS span of control guidelines. Organized crews from other jurisdictions responding pursuant to inter-local agreements will normally operate under the direct supervision of their own supervisors. Individual volunteers will work under the supervision of the individual heading the team or crew to which they are assigned.

H. The line of succession for the Public Works Officer is:
1. Planning Administrator
2. Assistant Chief Administrator – County Judges Office
3. Emergency Management Coordinator

VIII. READINESS LEVELS

A. Readiness Level IV - Normal Conditions

See the mitigation and preparedness activities in Section V.G.

B. Readiness Level III - Increased Readiness

1. Review plans and procedures.
2. Inform key public works and engineering personnel.
3. Monitor the situation.
4. Check equipment readiness and correct deficiencies.
5. Check emergency supply status and fill shortfalls.

C. Readiness Level II - High Readiness

1. Monitor the situation.
2. Alert personnel for possible emergency duty.
3. Increase short-term readiness of equipment if possible.

4. Review inter-local agreements and contracts for resource support and alert potential resource providers of possible emergency operations.

5. Identify personnel to staff the ICP and EOC.

D. Readiness Level I - Maximum Readiness.

1. Mobilize selected public works and engineering personnel.

2. Implement plans to protect government facilities and equipment.

3. Ensure equipment is loaded and fueled; consider precautionary deployment of resources.

4. Dispatch personnel to the ICP and EOC when activated.

5. Advise resource suppliers of situation.

6. Continue to monitor the situation.

IX. ADMINISTRATION & SUPPORT

A. Resource Support

1. A listing of local public works and engineering equipment is provided in Annex M, Resource Management.

2. Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts.

3. If the public works and engineering resources available locally, from other jurisdictions, and from businesses pursuant to contracts are insufficient to deal the emergency situation, assistance may be requested from the State. The County Judge should approve requests for state aid, which should be forwarded to the Disaster District Committee (DDC) Chair in McAllen Cities must request resource support from their county before requesting assistance from the State in accordance with Section V.F of the Basic Plan.

B. Communications

The public works and engineering communications network is depicted in Appendix 1.

C. Key Facilities

A listing of key local facilities, providing a general priority for damage assessment, debris clearance, and repair, is contained in Annex G, Law Enforcement. The EMC Supervisor] shall determine the specific priority for public works and engineering work on each of these facilities in the aftermath of an emergency.

D. Reporting

In addition to reports that may be required by their parent organization, public works and engineering departments and agencies participating in emergency operations should provide appropriate situation reports to the IC, or if an incident command operation has not been established, to the EOC. The IC will forward periodic reports to the EOC. Pertinent information will be incorporated into the Initial Emergency Report and periodic Situation Reports. The essential elements of information for the Initial Emergency Report and the Situation Report are outlined in Appendices 2 and 3 to Annex N (Direction and Control).

E. Records

Expenses incurred in carrying out emergency response and recovery operations for certain hazards may be recoverable from the responsible party, insurers, or as a basis for requesting reimbursement for certain allowable costs from the state and/or federal government. Hence, all public works and engineering elements will maintain detailed records of labor, materials, equipment, contract services, and supplies consumed during large-scale emergency operations.

F. Post Incident Review

For large-scale emergency operations, the [County Judge/Mayor/City Manager/EMC] shall organize and conduct an after action critique of emergency operations in accordance with the guidance provided in Section IX.F of the Basic Plan. The After Action Report will serve as the basis for an Improvement Plan.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. The Hidalgo County EMC is responsible for developing and maintaining this annex.

B. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

C. Departments and agencies assigned responsibilities in this annex will develop and maintain SOPs covering those responsibilities.

XI. REFERENCES

A. DEM, Texas Disaster Recovery Manual.

B. FEMA, Public Assistance Debris Management Guide (FEMA-325).

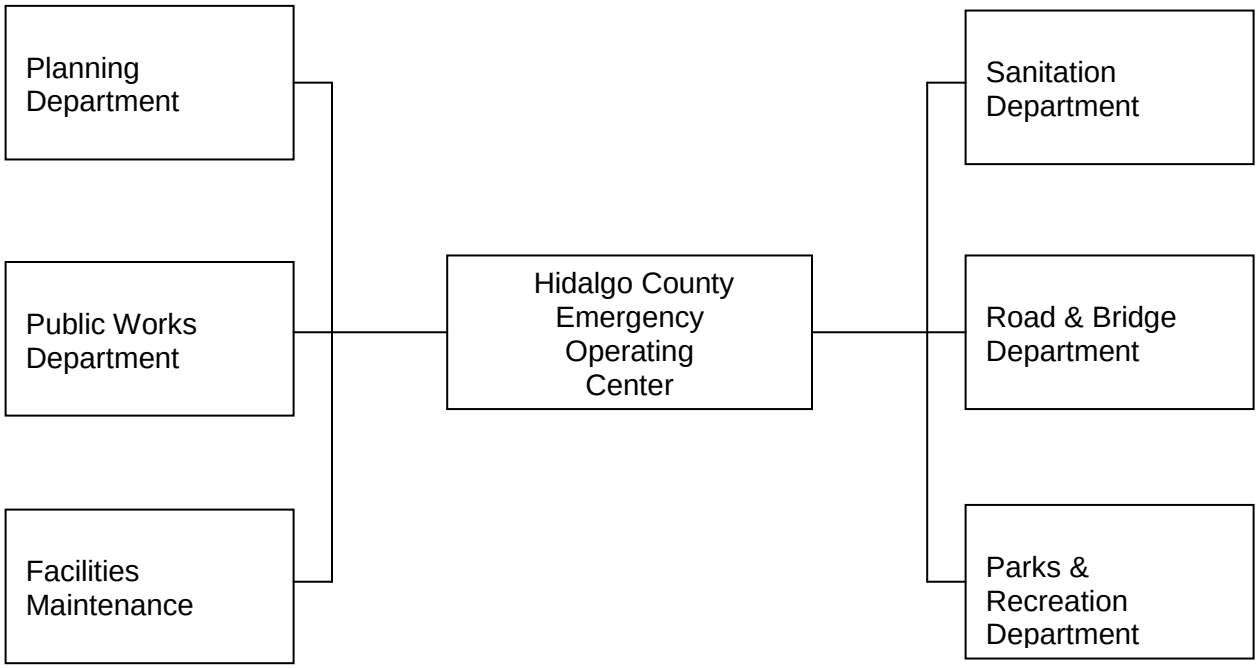
C. FEMA, State and Local Guide for All-Hazard Emergency Operations Planning (SLG-101).

D. FEMA, Reducing Losses in High Risk Flood Hazard Areas: A Guidebook for Local Officials (FEMA-116).

APPENDICES:

Appendix 1.....Public Works & Engineering Communications Network
Appendix 2.....Debris Management

PUBLIC WORKS & ENGINEERING COMMUNICATIONS NETWORK



DEBRIS MANAGEMENT

1. Objectives

The objectives of debris management in the aftermath of an emergency are to:

A. Reopen roads and provide access to facilities that provide essential government and population support services.
B. Remove debris from public property.
C. Assist citizens in removing debris from private property.
D. Reduce the volume of debris going to disposal facilities to extend the life of those facilities and reduce costs.
E. Ensure hazardous materials are segregated from other debris and properly disposed of.

2. Explanation of Terms

A. Debris is the remains of things destroyed or damaged as a result of natural or technological disasters. Disaster debris may include yard waste, building materials, household items, personal property, hazardous household products, batteries, automobiles, boats, hazardous chemicals, spoiled food, dead animals, and other materials. Some types of debris pose a threat to health, safety, and the environment.

B. Categorization of Debris. There are a variety of schemes for categorizing debris. In this appendix, the following categorization is used:

1) Burnable Materials, which include:

a) Burnable Natural Debris – generally trees, shrubs, and vegetation
b) Burnable Construction and Demolition (C&D) Debris – wooden structural members and other wood products such as roof decking, siding, doors

2) Non-burnable Debris – plastic, glass, metal, sheet rock, roofing shingles, carpet, tires, treated lumber, bricks, concrete, soil, and similar items. Household waste is a type of non-burnable debris.

3) Hazardous Debris – industrial and household hazardous waste, paint, materials containing asbestos, batteries, petroleum products, agricultural chemicals, dead animals, and similar products.

3. Situation & Assumptions

A. Situation

1) The type and quantity of debris generated by an emergency situation is a function of the type of event, the location of impact, and the magnitude, intensity, and duration.

2) The quantity and type of debris generated, its location, and the size of the area over which it is spread affect the choice of removal and disposal methods, the costs incurred in doing so, and the time it will take to accomplish the task.

B. Assumptions

1) Emergency situations requiring debris removal may occur at any time.

2) Local government may have insufficient resources to remove debris created by a major emergency or disaster and accomplish other recovery tasks.

3) If local debris removal capabilities are insufficient, the chief elected official may issue a local disaster declaration and request State assistance in debris removal. If the local emergency situation is of such magnitude that the Governor requests a Presidential Disaster Declaration and such a declaration is approved, federal resources could become available.

4) For major emergencies or disasters, private contractors may be needed to collect, reduce the volume of, and dispose of debris.

5) Citizens should assist in removing debris from the immediate area of their homes and businesses, but will generally need government assistance in removing it for disposal.

6) Citizens are often willing to help their neighbors in removing debris. Proper public information can encourage such cooperative action, speeding up the process and reducing costs.

4. **Concept of Operations**

A. Phased Approach. Debris management shall be conducted in phases, including:

1) Phase 1 - Emergency Roadway Clearance

a) Following a disaster, the top priority is to clear major roads and routes providing access to key population support facilities such as hospitals, to allow for the movement of emergency vehicles, resumption of critical services, and damage assessment. Emergency roadway clearance also facilitates the deployment of external response elements and delivery of emergency equipment and supplies. In initial roadway debris clearance, debris is normally pushed to the side of the road with no attempt to remove or dispose of it.

b) Local government is responsible for clearing city streets, county roads, and their rights of way. The Texas Department of Transportation (TxDOT) is responsible for clearing state and federal highways and the rights of way for such highways along with debris disposal resulting from the clearing process.

c) In this phase, crews equipped with chain saws will generally be required to cut up downed trees and heavy equipment will be needed to move the remains. If possible, heavy equipment used for moving debris should be equipped with protective cabs and all personnel should wear protective equipment. Fire hydrants, driveway cutouts, and utility valves should be left unobstructed.

d) Electrical systems are often damaged by the same hazards that create substantial debris, public works and engineering crews may need to coordinate their efforts to remove debris with utility crews.

2) Phase 2 – Debris Removal and Disposal

a) Debris Removal from Public Property.

(1) In the aftermath of a disaster, it may be necessary to remove debris from a variety of public property, including:

(a) Roads and rights of way.
(b) Government buildings, grounds, and parking lots.
(c) Parks and recreation facilities.
(d) Storm drainage systems and reservoirs.

(2) If the emergency situation resulted in a Presidential Disaster Declaration, the expense of debris removal from public property may be partially reimbursed by the federal government if the debris must be removed to:

(a) Eliminate immediate threats to life, public health and safety.
(b) Eliminate immediate threats of significant damage to improved public or private property.
(c) Ensure economic recovery of the affected community.

Large-scale debris removal and disposal operations can be extremely costly. It is vital to determine if federal assistance will be provided and the rules that apply to such assistance before commencing debris removal operations. See the DEM *Texas Disaster Recovery Manual* for further information.

(3) State law provides that state resources may not be used to clear or remove debris from local public property unless the local government presents the State an unconditional authorization for removal.

b) Debris Removal from Private Property.

(1) Debris removal from private property, including demolishing condemned structures, is generally the responsibility of the property owner, and the cost may be wholly or partly covered by insurance. If there has been a Presidential Disaster Declaration and debris on private property is so widespread that public health, safety, or the economic recovery is threatened, local government may be partially reimbursed for the cost of debris removal from private property. Local government normally has responsibility for picking up and disposing of debris from private property placed at the curb and bears the cost of that effort.

(2) When the Governor has issued a disaster declaration for an emergency situation, § 418.023 of the Government Code law provides that state resources may be used to remove debris from private property. As a general rule, the property owner must authorize removal of debris, grant unrestricted access, and indemnify the state against any claim resulting from the removal.

As the Executive Order of the Governor Relating to Emergency Management provides that county judges and mayors who have issued a local disaster declaration may exercise the emergency powers of the Governor on an appropriate local scale, local governments may remove debris from private property subject to the same conditions cited above. Attachment 1 to this appendix provides a sample Debris Removal Access Agreement that should be used to meet statutory requirements.

B. Preparation for Debris Removal

Considerable time and labor can be saved in the debris removal process by sorting debris from public property and encouraging the public to sort debris from private property before it is picked up. A proactive public outreach program should advise the public of the actions they can take to facilitate pickup, including:

1) Sorting debris into categories – burnable natural debris, burnable construction and demolition debris, non-burnable debris, and potentially hazardous debris.
2) Placing sorted debris piles at curbside.
3) Keeping debris off roadways and away from fire hydrants and utility valves.
4) Disposing of household waste in normal refuse containers.

C. Estimating the Amount of Debris

In determining the means to be used to remove and dispose of debris, it is essential that local officials have a reasonable estimate of the amount of debris that must be removed and eventually disposed of. Attachment 3 to this appendix provides a methodology that may be used to estimate the amount of debris that must be removed.

D. Determining Debris Removal Strategy

1) After an estimate of the amount of debris that needs to be removed is made, options for removing the debris should be evaluated in terms of their cost and timeliness.

2) The general strategies for debris removal and processing are:

a) Removal and processing of debris by local government.

(1) Advantages:
- Direct government control.

(2) Disadvantages:
- Normally requires diversion of significant government resources from regular functions and makes them unavailable for other recovery tasks.
- Speed of debris removal may be constrained by the government equipment and personnel available.
- Local government may lack specialized equipment and skills needed to carry out all aspects of debris removal.

b) Removal and processing of debris by contractors.

(1) Advantages:
- Speed of debris removal may be increased by contracting for additional resources.
- If local contractors are used, may provide local economic benefit.

(2) Disadvantages:
- Requires detailed contracts.
- Requires extensive oversight and inspection.

c) Removal and processing of debris by a combination of local government and contractors.

3) If contractors are used, the disaster area should be divided into geographic sectors for control purposes and bids solicited based on the estimated quantity of debris in each sector. In defining sectors, it is desirable to group properties of like type, construction, and with similar vegetation together. This will also facilitate estimating the quantity of debris that needs to be removed.

4) Debris may be removed by one time collection of all debris at each property or using multiple passes to collect different types of material that have been pre-sorted by the property owner.

E. Establishing Temporary Debris Storage and Reduction (TDSR) Facilities.

1) The effective disposal of large quantities of disaster debris requires that suitable temporary storage and volume reduction facilities be established. Such facilities hold debris until it can be sorted, reduced in volume, and dispatched to an appropriate disposal facility. Sorting and volume reduction can significantly reduce the costs of disposing of debris and prevent potentially serious environmental problems.

2) Sorting. TDSR facilities sort debris and send it to the most appropriate facility for treatment or disposal. Sorting is needed to separate burnable from non-burnable materials and segregate hazardous products for disposal at authorized facilities and identify debris that can be burned, chipped or ground, recycled, or simply disposed of at a landfill without treatment.

3) The volume of debris can be greatly reduced by a variety of methods, including:

a) Incineration. This method includes open burning, use of air curtain pit incineration (trench burners), or use of portable air curtain incinerators. Incineration of burnable debris typically reduces its volume by 95 percent.

b) Chipping and grinding. Chipping and grinding is appropriate for clean, woody debris and typically reduces its volume by 75 percent. However, chipping and grinding normally costs as much as incineration and unless the resulting mulch can be disposed of without cost or at a profit, local government may incur additional costs to have the residual material hauled to a landfill.

c) Recycling. Recycling debris may present an opportunity to reduce the overall cost of disposal. Metals, lumber, and soil are the most likely candidates for

recycling. Before local government attempts to operate a recycling operation, it is essential to determine if there is, in fact, a market for the materials sorted out in the recycling process; otherwise the output may simply have to be hauled to a landfill. Specialized contractors may be willing to undertake recycling, particularly if it involves large amounts of well sorted debris.

4) Site Selection

a) Criteria pertinent to selecting TDSR facilities are:

(1) Preferably government-owned.
(2) Large enough to accommodate a storage area, a sorting area, and volume reduction operations area(s).
(3) Reasonable proximity to disaster areas and debris disposal sites.
(4) Good road access.
(5) Not in a residential area or in the vicinity of schools, churches, or other facilities with concentrations of population.
(6) Not in an environmentally sensitive area, such as wetlands or a water well field.

b) Local landfills and possible local sites for TDSR facilities are described in Attachment 2 to this appendix. The selection of specific sites to be used for TDSR facilities will normally be made by a team of local, state, and, where appropriate, federal personnel, who are familiar with the local area and the specific environmental regulations governing such facilities. Attachment 3 to this appendix provides methods for determining space requirements for TDSR sites and estimating the quantity of debris that must be disposed of after processing.

F. Public Information and Instructions

1) In the aftermath of an emergency situation, the Public Information staff should provide the public detailed information on debris removal and disposal plans and procedures. Providing appropriate instructions to the public concerning debris removal can significantly reduce the time and costs involved. Public information on debris removal must start as soon as possible after the disaster – before people start moving and stacking large amounts of debris.

2) Public instructions should encourage citizens to:

a) Assist their neighbors, particularly the elderly or infirm, in removing debris.
b) Move debris to curbside for pickup.
c) Separate debris into the categories determined by local officials.
d) Keep debris piles away from fire hydrant and utility valves.

3) Public information should keep citizens advised of:

a) Debris pickup schedules and the system of pickup, if various types of debris will be picked up on different days.
b) Self help disposal guidelines for citizens and businesses that wish to haul their own debris to a debris storage area or landfill.

4) The normal methods of public information dissemination through the media should be used to provide information to the public. If loss of electric power has occurred, extra effort must be made to reach those without power using door hangers, flyers, signs, and, if necessary, door-to-door outreach.

G. Regulatory Issues and Technical Assistance

1) The Texas Commission on Environmental Quality (TCEQ) regulates the disposal of waste, including hazardous waste. TCEQ also issues emergency permits for debris incineration. Hence, the advice and assistance of TCEQ should be obtained in developing and implementing plans for debris disposal.

2) The Texas Department of State Health Services (DSHS) is the state agency responsible for ensuring food safety. The assistance of DSHS should be sought when there are questions regarding the safety of foodstuffs in damaged retail stores, warehouses, and processing facilities. DSHS has the authority to condemn unsafe foodstuffs so that they can be disposed of.

3) The Texas Animal Health Commission (TAHC) can provide advice and assistance regarding the disposition of dead animals. TAHC may also help identify stray live animals so they can be returned to their owners.

5. **Organization**

A. Phase 1 - Emergency Roadway Clearance

During Phase 1, our normal emergency organization as outlined in the Section VI.A of the Basic Plan and this annex should coordinate debris clearance operations. Debris clearance will normally be managed from the EOC. However, if debris is localized, an incident command operation may be established at the incident site to manage debris clearance.

B. Phase 2 - Debris Removal and Disposal

1) For small-scale debris removal and disposal operations, our normal emergency organization as outlined in the Basic Plan and this annex may coordinate debris removal and disposal.

2) For major emergencies or disasters that result in large volumes of debris, removal and disposal may have to continue for an extended period. For these situations, a Debris Management Task Force, consisting of personnel from those departments and agencies having the required expertise, shall be formed to manage debris removal and disposal operations. The Task Force should be comprised of personnel to perform the following functions:

a) Operations: Plan debris removal and processing, manage the use of government resources, and monitor the use of contract resources committed to the task.
b) Contracting & Procurement: Develop contracts for services and/or equipment, obtain bids, and award contracts.

c) Legal: Contract review, manage authorizations for debris removal, and prepare legal documents for building condemnation and land acquisition.
d) Administration: Provide supply, administrative, and accounting support.
e) Engineering: Damage assessment, develop scopes of work and specifications for contracts, and prepare cost estimates.
f) Public Information: Provide information and instructions relating to debris removal to the public.

It may be desirable to organize the Debris Management Task Force as an ICS operation under an Incident Commander.

3) If the government uses its own resources to remove debris, the primary role of the operations staff is to plan and supervise debris removal. If contractors will be removing debris, then the primary role of the operations staff is to monitor contractor work and ensure contract provisions are followed.

6. **Task Assignments**

A. Phase 1 - Emergency Roadway Clearance

Task assignments shall be as stated in Section VI.B of this annex.

B. Phase 2 - Debris Removal and Disposal Phase

Task assignments shall be determined by the Debris Management Task Force leader. General tasks of the various components of the Task Force are described in the Chapter 3 of the *FEMA Debris Management Guide* (FEMA-325).

Attachment 1

Debris Removal Access Agreement

I/We _____, the owner(s) of the property

commonly identified as _____,
(street address)

_____, _____, State of Texas
(city/town) (county)

do hereby grant and give freely and without coercion, the right of access and entry to said property to the County of _____, its agencies, contractors, and subcontractors thereof, for the purpose of removing and cleaning any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this agreement is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the County of _____, State of Texas, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waiver any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have _____, have not _____)(will _____, will not _____) received any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this _____ day of _____ 20___.

_____
Owner

_____
Owner

_____ _____
Telephone No. Address

_____
Witness

Attachment 2

Landfills
&
Potential Temporary Debris Storage and Reduction (TDSR) Sites

1. **Landfills**

   a. Name: BFI Regional Disposal Facility
      1) Address: FM 493 at Mile 12 Donna, TX
      2) Operated by: BFI
      3) Estimated capacity remaining (cubic yards):N/A
      4) Estimated daily processing capacity: N/A
      5) Normal operating schedule: N/A
      6) Restrictions: N/A
      7) Site GPS Coordinates: N26° 23.106', W098° 03.727'

   b. Name: C&T Regional Landfill
      1) Address: 4 ½ Miles West of US 281 on FM 1017 Linn, TX
      2) Operated by: N/A
      3) Estimated capacity remaining (cubic yards): N/A
      4) Estimated daily processing capacity: N/A
      5) Normal operating schedule: N/A
      6) Restrictions: N/A
      7) Site GPS Coordinates: N26° 34.85', W098° 11.00'

   c. Name: City of Edinburg
      1) Address: 6.7 Miles N & 0.4 miles E of US 281
      2) Operated by: N/A
      3) Estimated capacity remaining (cubic yards): N/A
      4) Estimated daily processing capacity: N/A
      5) Normal operating schedule: N/A
      6) Restrictions: N/A
      7) Site GPS Coordinates: N26° 23.70', W078° 07.90'

2. **Possible TDSR Facilities**

a. Name: Monte Alto – Precinct 1
   1) Address: 1st Street and Azteca Avenue, Monte Alto, TX
   2) Owner: Hidalgo County Precinct 1
   3) Site size (acres):
   4) Fenced?
   5) Road access:
   6) Site GPS Coordinates: N26° 22'03.83", W97° 58'39.58"
   7) Environmental concerns:

b. Name: San Juan – Precinct 2
   1) Address: .5 Miles South of El Gato Road and Stewart Road
   2) Owner: Hidalgo County Precinct 2
   3) Site size (acres): 35 acres
   4) Fenced? N/A
   5) Road access: N/A
   6) Site GPS Coordinates: N26° 9.6651', W098° 9.0413'
   7) Environmental concerns:N/A

c. Name: Precinct 3
   1) Address: S Conway Avenue Trinity Street
   2) Owner: Hidalgo County Precinct 3
   3) Site size (acres): 35 acres
   4) Fenced? N/A
   5) Road access: N/A
   6) Site GPS Coordinates: N26° 11'24.18", W98° 19'50.49"
   7) Environmental concerns:N/A

   8) Name: Davis County Landfill Precinct 4
   9) Address: S Conway Avenue Trinity Street
   10) Owner: Hidalgo County Precinct 4
   11) Site size (acres): 35 acres
   12) Fenced? N/A
   13) Road access: N/A
   14) Site GPS Coordinates: N26° 20.961', W098° 5.2481'
   15) Environmental concerns:N/A

Attachment 3

Debris Estimation

This attachment contains the following tabs:

1. Tab A – Estimating Debris Quantity.

   This tab includes two worksheets (Worksheet 1 and Worksheet 2) which outline a methodology that can be used to estimate the quantity of debris produced by a disaster. The methodology allows the user to estimate the debris in various geographic areas (sectors) and then sum the amount of debris in each sector to determine the overall volume of debris that must be dealt with. The sectors developed in this process can be used in operational planning and contracting. To the extent possible, sectors should be drawn to encompass areas with buildings of similar construction and vegetative cover.

   [The methodology in this tab should not be used for hurricane debris; use the methodology in Tab E instead.]

2. Tab B – Estimating Debris Removal Time. This tab includes two worksheets (Worksheet 3 and Worksheet 4). The worksheets provide a methodology that can be used to estimate the time in days that it will take to remove specific quantities of debris given a known set of hauling resources and a reasonable estimate of the cycle time for those resources (time spent in pickup, hauling, unloading, and, waiting on one trip).

3. Tab C – Estimating Debris Disposal Quantity. Worksheet 5 outlines a method to determine the volume of debris that will have to be disposed of after sorting and volume reduction, given information on the composition of debris that must be disposed of. To utilize this methodology, you must remove a sample of debris in each sector and sort it to determine the characteristics of the debris from that sector. If the sample of debris is not representative of debris in the sector, this method will be inaccurate.

4. Tab D – Estimating Requirements for Debris Processing. Worksheet 6 can be used to estimate how much space will be required for temporary debris storage and reduction facilities. This worksheet is based on a US Army Corps of Engineers methodology.

5. Tab E – Estimating Hurricane Debris Quantity. Worksheet 7 can be used to estimate the quantity of debris produced by a hurricane. This worksheet is based on US Army Corps of Engineers methodology.

Tab A

ESTIMATING DEBRIS QUANTITY

Complete a separate Worksheet 1 for each Sector.
Transfer results from each Worksheet 1 to Worksheet 2.
CF = cubic feet & CY = cubic yards

Use Tab E for Estimating Hurricane Debris

WORKSHEET 1				
Sector:				
Description:		N = Number	M = Multiplier	CY = (NxM)
A. Homes (1800-2000 square feet)		100	300	30000
B. Mobile Homes		130	80	10400

C. Other Buildings	L = Length/ft	W = Width/ft	H = Height/ft	CF = (LxWxH)	CY = (CF/27) x.33
Apex Center	250	60	10	150000	1833
Anchor Fire Station	100	100	12	120000	1467
Teasdale School	125	100	10	125000	1527
Subtotal [sum the right column]					4827

D. Debris Piles	L = Length/ft	W = Width/ft	H = Height/ft	CF = (LxWxH)	CY (CF/27)
Crystal Creek @ Compton	150	8	4	4800	177
Hungry Hollow Bridge	80	20	8	12800	474
Willow Road @ Newton	100	16	5	8000	296
Subtotal [sum the right column]					947

WORKSHEET 2	Sector A	Sector B	Sector C	Sector D
Debris Volume Estimate (cubic yards/CY)				
A. Homes [from Worksheet 1]	30000	4200		
B. Mobile Homes [from Worksheet 1]	10400	2400		
C. Other Buildings [from Worksheet 1]	4827	1021		
SD = Structural debris (A + B + C)	45227	7621		
V = Vegetation Multiplier [see note]	1.3	1.1		
ST = Subtotal (SD x V)	58795	8383		
D. Debris Piles [from Worksheet 1]	947	1200		
E. SV = Sector Volume (ST + D)	59742	9583		
TOTAL [add entries in row E above]	69325			

Note:

V= Vegetative Multiplier:

Vegetative Cover	V =
None	1
Light	1.1
Medium	1.3
Heavy	1.5

Tab B
ESTIMATING DEBRIS REMOVAL TIME

Worksheets 3 and 4 may be used to estimate the time it will take to remove a quantity of debris given information on the quantity and capacity of the hauling resources available and estimates of the cycle time for those resources. Cycle time is the time it takes a cargo truck to complete a round trip. Cycle time is computed by adding the time it takes to load a truck, the round-trip travel time between the loading point and the off-load point, unloading time, and any unproductive waiting time. This methodology will be most accurate if you use times observed during actual operations, not theoretical numbers.

WORKSHEET 3	Sector A	Sector B	Sector C	Sector D
A. Debris to be Removed in cubic yards (CY) from Worksheet 2 or 7	59742	9583		
Removal Cycle (all times in hours)				
B. Estimated loading time	.2	.2		
C. Estimated travel time (roundtrip)	.4	.6		
D. Estimated unload time	.1	.1		
E. Estimated waiting time	.1	.1		
F. Cycle time (B+C+D+E)	.8	1.0		
G. Daily work period	7.5	7.5		
H. Cycles per day (G / F)	9	7		
Removal Time				
I. Capacity (CY) per cycle [Worksheet 4]	136	136		
J. Capacity (CY) per day [H x I]	1224	952		
K. Days to Clear Sector [A / J]	48.8	10.0		
L. Days to Clear All Sectors [add entries in Row K above]	58.8			

WORKSHEET 4	A. Truck Capacity (CY)	B. Units Available	C. Group Capacity (AxB)
Equipment			
Dump Truck, Light	6	4	24
Dump Truck, Medium	8	4	32
Dump Truck, Heavy	10	8	80
Capacity Per Cycle (CY) [sum the right column]			136

Note: In estimating units available, it is essential to consider that some equipment may not operationally ready each day. Hence, an out-of-service factor based on local experience should be applied to obtain a realistic estimate of equipment available for use on a daily basis.

Tab C
ESTIMATING DEBRIS DISPOSAL QUANTITY

Worksheet 5 provides a method of estimating the volume of debris that will have to be disposed of after volume reduction. It requires taking a **sample of the debris in each sector** to determine the percent of burnable debris (B below), the percent of burnable C&D debris (C below), the percent of non-burnable debris (D below) broken down by recyclable materials (D-1) and other material (D-2), and the percent of hazardous debris. In taking a sample, it is desirable to include debris from at least 10 properties.

Worksheet 5	Sector 1	Sector 2	Sector 3	Sector 4
Sample Debris Characteristics				
A. Debris volume [from Worksheet 2]	59742	9583		
B. % Burnable Natural Debris	.30	.40		
C. % Burnable C&D Debris	.32	.28		
D. % Non-Burnable Debris	.35	.32		
D-1. Potentially Recyclable	.07	.10		
D-2. Landfill	.28	.20		
E. % Hazardous Debris	.03	.02		
Disposal Volume (cubic yards)				
F. Burnable Natural Debris (A x B)	17922	3833		
F-1. Amount to be chipped/ground [1]	200	0		
F-2. Amount to be burned	17722	3833		
G. Burnable C&D Debris (A x C)	19117	2683		
H. Total Burnable (F-2 + G)	36839	6516		
I. Volume for disposal after burning (H x .05)	1841	326		
J. Volume for disposal after chipping or shredding (F-1 x .25)	50	0		
K. Non-Burnable Debris (A x D)	20910	3067		
L. Less Non-Burnables to be Recycled [2]	5400	767		
M. Volume of Non-Burnables for Disposal (K – L)	15510	2300		
N. Volume (Non-hazardous) for Landfill Disposal (I + J + M) [3]	17401	5693		
N. Total for Landfill Disposal [add quantities in row N above]	23094			
O. Volume for Hazmat Disposal (A x E)	1792	191		
P. Total for Hazmat Disposal [add quantities in row O above]	1983			

Notes:
1. Local officials need to decide how much debris to chip or grind instead of burning. The quantity should be based on a) the amount of chipped/ground wood that local government wants to retain for use as mulch and b) the amount that can be disposed of without cost or at some profit to landscape products firms. Since chipping and grinding costs approximately the same as burning and produces a higher volume of residue, there is little reason to chip and grind instead of burning if you also have to pay to have the resulting mulch hauled away.
2. This number should be based on the proportion of recyclable materials for which you can determine there is a ready market. Recycling materials for which there is no market simply leaves you sorted debris to haul to the landfill.
3. If mulch produced in the chipping and grinding operation is hauled away without cost, do not include it (Item J) in the equation because disposal of that material is no longer your problem.

Tab D
ESTIMATING REQUIREMENTS FOR DEBRIS STORAGE & PROCESSING SITES

This methodology may be used to determine the space required for debris storage and processing sites.

It assumes that:

1. Debris will be stacked 10 feet high.
2. 40 percent of a site will be used for storage; 60 percent will be used for sorting areas, separation between debris piles, roads, site buffers, and burn pits

WORKSHEET 6		
A. Debris Volume in cubic yards (CY) [From Worksheet 2 or 7]		69325
B. CY per acre assuming 10' stack height [1]		16117
C. Acres for debris storage only (A/B)		4.3
D. Multiplier for processing, roads, & buffers		1.66
E. Required facility area in acres [2]		7.1

Notes:

1. **If you plan to use a stack height other than the typical 10 feet, use the following formula to compute CY per acre:**

   CY = (stack height in feet / 3) x 4840

2. Where the area requirement is large, the requirement is generally satisfied by establishing several sites that, taken collectively, provided the needed area.

Tab E
ESTIMATING HURRICANE DEBRIS QUANTITY

Worksheet 7 may be used to estimate the quantity of debris that must be removed. This worksheet uses the formula Q = H x C x V x B x S, where:

Q = the quantity of debris in cubic yards (CF)
H = the number of households
C = the storm factor in CY:
V = the vegetation characteristic multiplier:
B = the business/commercial use multiplier
S = the storm precipitation characteristic multiplier

WORKSHEET 7	Sector A	Sector B	Sector C	Sector D
Debris Volume Estimate - Hurricane				
1. H = households	5167	2100		
2. C = Storm category	26	8		
3. V = Vegetation multiplier	1.5	1.1		
4. B = Business/commercial multiplier	1.3	1.0		
5. S = Storm precipitation multiplier	1.3	1.3		
6. Q = H x C x V x B x S	340557	24024		
TOTAL (add columns in item 6 above)	364581			

Notes:

1. H = Households. If you do not know the number of households, estimate the number by dividing the population of the area by 3.

2. C = Hurricane Category

Category	C =
1	2
2	8
3	26
4	50
5	80

3. V= Vegetative Multiplier

Vegetative Cover	V =
None	1
Light	1.1
Medium	1.3
Heavy	1.5

4. B = Business/Commercial Density Multiplier

Density	B =
Light	1.0
Medium	1.2
Heavy	1.3

5. S = Storm Precipitation Multiplier

Precipitation	S =
None to Light	1.0
Medium to Heavy	1.3

AI-28507 **14. B.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Emergency MAnagement **Submitted By:** Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of Memorandum of Understanding (MOU) between The Texas Forest Service and Regional Incident Management Team Member and Hidalgo County with authority for the County Judge to sign all required forms related to possible creation of Incident Management Teams(IMT) on an as needed basis.

BACKGROUND

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Angela Garcia		
Budget & Management		
Auditor's Office		
Purchasing Department		

Form Started By: Dale Kennan Started On: 09/09/2011 03:56 PM

Memorandum of Understanding
Between
The Texas Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this ____day of _____, 2011 by and between the Texas Forest Service, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member __Oscar Montoya__ and the Participating Agency/Employer _Hidalgo County__.

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this agreement also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2012, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.

G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).

H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT and this agreement.

3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.

5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.

7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.

8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to employee members of RIMT, i.e. “time off” when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. Maintain support of Employer for participation in RIMT activities.

4. Keep Employer advised of RIMT activities that may require time off from work.

5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.

6. Be available for immediate call-out during the period Member’s assigned RIMT is first on the rotation for call-out.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.

8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.

9. Be prepared to operate in the disaster environment.

10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at

the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).

2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).

2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this agreement.

4. All financial commitments herein are made subject to availability of funds from the State.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOU.

C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.

D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS

Paul Hannemann
John B. Connally Building
301 Tarrow, Suite 304
College Station, TX 77840
Tel#: 979-458-7344
e-mail: phannemann@tfs.tamu.edu

Employer

Ramon Garcia, County Judge
Hidago County
1615 South Closner
Edinburg, Tx 78539
956-318-2600 Fax 956-318-2697
ramon.garcia@hidalgocountyjudge.com

Member

Oscar Montoya, Hidalgo County EMC – 1615 South Closner Ste. G, Edinburg,TX 78539, 956-318-2656 or 956-239-1180.

XI. ENTIRE AGREEMENT

This MOU along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position (most current revision)
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS FOREST SERVICE:

Signature: _____
Name: Tom G. Boggus
Title: Director
Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: Ramon Garcia
Title: Hidalgo County Judge
Date: _____

RIMT MEMBER:

Signature: _____
Name: Oscar Montoya
Date: _____

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE
RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM

AI-28160 **15. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

1. Approval of the Letter of Understanding between Hidalgo County and Tyler Technologies.
2. Approval of the revised software service agreement with Tyler Technologies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Available bal as of 9/2/11 $15,192.85 and pending AI#28431 CC 9-13-11 in the amount of $10,000.00.

Attachments

Revised MS agreement

Letter of Understanding

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/18/2011 10:42 AM
Ivan Cantu	Ivan Cantu	08/18/2011 01:33 PM
Erika Zamora	Erika Zamora	09/02/2011 02:36 PM
Auditor's Office	Arcilia Duran	09/02/2011 03:26 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Renan Ramirez Started On: 08/18/2011 10:17 AM

Final Approval Date: 09/08/2011

Client Support and Software Update Services Agreement

Client Installation Location:
Hidalgo County Courthouse
Edinburg, Texas

Commencement Date: 7/1/2011
System Administrator: Renan Ramirez
Phone Number: (956) 318- 2151

Tyler Technologies, Inc. ("Tyler") agrees to provide and **Hidalgo County, Texas** ("Client") agrees to accept Client Support and Software Update Services on the item(s) listed below, at the quarterly charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Quarterly Charge
Criminal Case Management — County-wide	$2,786
Court Administration – County-wide	$1,770
Sheriff	$2,786
CID	$294
CJIS – County-wide	$324
CJIS – EDR	$678
Justice of the Peace with Electronic Conviction Reporting	$2,708
Word Merge	$118
Mugshots	$343
Prosecutor	$973
Server & Systems Support (Hardware)	$288
Child Support	$1,832
Hot Checks	$850
Computer Aided Dispatch	$1,727
Civil Case Management	$2,199

This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office. CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.	**Total Quarterly Charge**	**$ 19,676**

Client	**Tyler Technologies, Inc.**
Contact Name (Print)	Contact Name (Print)
Title/Position	Title/Position
Authorized Signature	Authorized Signature
Date	Date

Terms and Conditions

1. Definitions
(a) Equipment. The computer hardware, including the central processing unit on which Software is installed, and any other Tyler supplied peripheral equipment at the location of software installation.

(b) Software. Any Software product licensed to Client by Tyler under a separate agreement for which Tyler offers its Client Software Update and Client Support services, which Software is identified in writing on the face of this document. Software may include machine readable code (object code) written in any language on any media, source code of listing, and any improvements, modifications, enhancements, changes or updates to such code or listings provided to Client by Tyler.

(c) System. The Equipment and the Software that are defined in 1(a) and 1(b) above.

2. Term
(a)This Agreement is effective from the Commencement Date and shall continue for an initial term of six months. After the initial term, this Agreement shall remain in force until terminated by either party for any or all the products listed on the face of this agreement upon ninety days (90) prior written notice to the other party.

3. Eligibility for Service Agreement
(a) Software is eligible for inclusion under this Agreement immediately upon Tyler's installation of Software, expiration of Tyler's Software warranty, or expiration of an existing Tyler Software Update and Client Support Service Agreement.

(b) Service under this Agreement is contingent upon:

(1) The Software being unmodified and properly maintained at the latest Tyler revision.

(2) The System containing at least the minimum hardware configuration and prerequisite software as specified by Tyler.

(3) All Software being covered by Software warranty or by this Agreement, if such coverage is available. Software licensed after the Commencement Date of this Agreement may be subject to additional charge(s) for coverage under this Agreement.

4. Service Responsibilities of Tyler
For the charges stated herein, Tyler shall provide the following Software Update and Client Support services:

(a) Software updates and enhancements to the covered Software made generally available by Tyler to its Clients during the term of this Agreement shall be provided as product releases on Tyler's standard media. Software updates and enhancements include:

(1) Program modifications required due to legislative changes.

(2) Program changes required to use Tyler's standard forms.

(3) Fixes to reported software problems.

(4) General enhancements to covered Software, which Tyler deems to be included in the standard system.

(b) Improvements and revisions to reference manuals or documentation made generally available by Tyler to its Clients during the term of this agreement.

(c) Remote diagnostics of problems with covered Software.

(d) Periodic review of outstanding enhancement requests and bug reports.

(e) Telephone assistance, telephone number(s) will be provided to the Client. Contact to enable communication with a Tyler Specialist during the hours of 8:30 AM to 5:00 PM. local Dallas, Texas time, Monday through Friday, exclusive of Tyler holidays. Tyler will use reasonable efforts to respond to the Client Contact call within four working hours assisting with:

(1) Identifying, verifying, and resolving problems in the Software.

(2) Identifying and verifying problems with the Equipment used in connection with the Software.

(3) Installation of Software releases.

5. Services Not Included
(a) No on-site Software Updates or Client Support services are included under this Agreement. Any on-site service requested by the Client or required due to software changes, operating system upgrades, training, or other assistance will be provided at Tyler's per-call rates and terms then in effect.

(b) Services not covered by this Agreement include, but are not limited to, failure of Equipment, failure of non-Tyler supplied software, failure of Software caused by non-Tyler provided hardware, failure of Software due to Equipment operation, catastrophe, fault, or negligence of Client, operation error, improper use or misuse of the System or any part thereof, or any other causes beyond the control of Tyler and occurring without the fault or negligence of Tyler.

6. Responsibilities of Client
(a) Client agrees to appoint a System Administrator to be responsible for the overall operation of the System and individual Product Administrator(s) to be responsible for the operation of each product identified on the face of this agreement to function as the primary contact between Client and Tyler.

(b) Client acknowledges all Software changes, improvements, enhancements or updates (and each of them) provided by Tyler are subject to the same License Agreement under which Client obtained a license to the Software, including all terms and conditions thereof, and Client agrees to abide by such License Agreement.

(c) Client agrees to maintain the Software to the latest revision level.

(d) Client agrees to provide adequate training to its employees and further agrees to assign to the use of the system only those employees who have received adequate training.

(e) Client agrees to allow remote access by Tyler for purposes of software support including VPN access.

7. Charges
(a) Charges will be invoiced each quarter in advance and will be payable on the first day of the quarterly service period for which the Tyler invoice is rendered.

(b) Charges for the preparation of each release will be invoiced at such time as the release is prepared at Tyler's then current release charge.

(c) Charges do not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

8. Limitation of Liability and Warranty
(a) Tyler's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the total charges paid or payable during one (1) year under this Agreement.

(b) No action arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, may be brought or instituted by either party more than two (2) years after the cause of action accrues.

(c) In no event shall Tyler be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) damages due to causes beyond the reasonable control of Tyler or (iii) damages resulting from loss of use of the System or any part thereof, loss or damage to Client source data, loss of revenue or destruction, or loss of materials provided to Tyler by client.

(d) THE RIGHTS AND REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. Tyler DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

9. General
(a) Client recognizes that Tyler invests considerable time and expenses in training Tyler employees. Should Client directly or indirectly contract with or hire any Tyler employee, Client shall immediately pay to Tyler four (4) months salary for each employee hired or contracted with and Tyler shall be entitled to any other modification or amendment to this agreement as shall be equitable under the circumstances.

(b) If either party neglects, fails or refuses to perform any of its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to discontinue performance and the right to terminate this Agreement.

(c) This Agreement supersedes all prior Software Update and Client Support service agreements and understandings between the parties with respect to any services covered by this Agreement, and may not be changed except by written instrument signed by both parties unless specifically permitted herein to the contrary and may not be terminated except by written notice.

(d) It is expressly understood and agreed that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on another occasion.

(e) Performance of this Agreement and payment of charges hereunder shall take place at Tyler's facility at the address set forth below.

(f) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas.

10. Entirety of Agreement and Amendments.
(a)This Service Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof which predate this Service Agreement.

(b)This Service Agreement may only be amended, modified or changed by written instrument signed by both parties hereto.

August 30, 2011

Renan Ramirez
Director of Information Technology
Hidalgo County
PO Box 1356
Edinburg, Texas 78539

Re: Master Software License and Professional Services Agreement by and between Tyler Technologies, Inc. ("Tyler") and the Conference of Urban Counties (the "CUC"), with Hidalgo County (the "County") participating as a Member County through the execution of a Participation Agreement (collectively, the "Agreement").

Dear Renan:

As we have discussed, Tyler and the County desire to resolve certain differences with respect to the Agreement, restart the project, and otherwise continue with performance of the Agreement, subject to the conditions and obligations set forth in this letter. We have reviewed your letter dated July 18, 2011, and propose the following changes as highlighted below:

"Subject to the foregoing and the other terms set forth herein, Tyler and the County agree as follows:

1. Maintenance and Support Fees: Odyssey Attorney General. Tyler agrees to forego, and will not seek the collection of, maintenance and support fees ("M&S Fees") based solely upon the prior implementation of Odyssey Attorney General. Notwithstanding the foregoing, the M&S Fees as set forth in the ***Agreement*** shall commence upon the implementation by Tyler of all civil Odyssey Case Types into actual production and use by the County, and such M&S Fees shall be due and payable by the County in accordance with the terms of the ***Agreement***.

2. Maintenance and Support Fees: Legacy Systems. The County agrees to pay M&S Fees for the Tyler Legacy Systems (Civil) installed at the County for the period beginning July 1, 2011 through the date that the County in connection with the Project Governance Team approves the Odyssey M&S Fees set forth in paragraph 1 above. All Legacy System M&S Fees arising from July 1, 2011 through the date of this letter shall be due and payable within thirty (30) days upon receipt and review of the County Auditor and approval of a Revised Client Support and Software Update Services Agreement("CSSUSA") *by the County Commissioners' Court*. M&S Fees for Tyler Legacy Systems arising after the date of this letter shall be due and payable in accordance with the revised CSSUSA.

3. Accounts Receivable. The County agrees to pay Tyler all outstanding accounts receivable (other than outstanding accounts receivable related to the Odyssey Attorney General M&S Fees as set forth in paragraph 1) not later than thirty (30) days prior to the Project Restart Date (as defined below) upon receipt and review of the County Auditor.

4. Project Restart. Tyler will use commercially reasonable efforts to restart the implementation project described in the Agreement as soon as reasonably practical. The County understands that certain Tyler resources are currently committed to other projects and it is currently estimated that the project would restart in late October or November 2011. After the execution of this letter agreement, Tyler and the County shall meet and mutually agree on the date to restart the project (the "Project Restart Date"), subject to the approval of the County in connection with the Project Governance Team as set forth in Paragraph 2 above. In addition, Tyler

shall prepare a written project plan identifying remaining project objectives, a work plan to achieve those objectives, and a summary of costs required to achieve the objectives, which shall be reviewed and approved by an authorized County representative prior to the Project Restart Date. The County, in connection with the Project Government Team's approval of the project plan shall constitute a representation that the County has allocated sufficient funds for the performance of such plan.

5. Project Governance. The parties shall form a Project Governance Team by the Project Restart Date, which shall meet at regularly scheduled, agreed upon dates and times to review the status of the project, the performance of the parties under the project, and risks, contingencies, and required changes to the project, if any. The Hidalgo Project Governance Team shall consist of at least one of the following individuals: District Clerk; County Clerk; or County Manager. In addition, the Hidalgo Project Governance Team will include Charles Gray from the CUC. Tyler commits to engage Tom Bartel, Tyler's Vice President of Professional Services, as a consistent member of the Project Management team and official interface to the County's Project Governance Team.

Each of Tyler and the County acknowledge that the agreement evidenced by this letter is a compromise of any disputes and is not an admission of liability whatsoever by either party. Further, if both parties agree to the terms and conditions contained herein, then both parties agree to amend the applicable agreements accordingly. Moreover, each party understands that should it fail to abide by the terms of this letter agreement (including, without limitation, if the parties fail to agree on a Project Restart Date or otherwise fail to perform under the agreed upon project plan), then the other party may terminate this letter agreement and pursue any and all remedies available to it at law or in equity. In such event, nothing in this letter shall be deemed or construed as a waiver of any claims that one party may have against the other as of the date of this letter or thereafter."

If this letter accurately reflects our mutual understanding, please execute in the space provided below.

Sincerely,

Bret Dixon
Chief Operating Officer
Tyler Technology, Courts & Justice Division

Acknowledged and Agreed:

HIDALGO COUNTY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____, 2011

AI-28301 **16. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Lupita Garcia **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Consideration and approval of a Program Amendment for Urban County Program Workplan for the City of Progreso Years 23 & 24 (2010 & 2011). The proposed program amendment will add streets into their existing work plan which includes the reconstruction of streets, curb & gutter, sidewalk improvements, advertisements, engineering fees, material testing fees and related appurtenances for project completion.

BACKGROUND

A Public Hearing was held on August 11, 2011 at 6:00 p.m. at the City of Progreso City hall and the citizen participation requirements have been met. See attached detailed amendment. Thereafter, the City held a Special Meeting to approve the Program Amendment as recommended at the Public Hearing.

The proposed program amendment for Years 23 & 24 (2010 & 2011) will add the following streets to the work plans:
(a) Obregon Street,
(b) Pine Street,
(c) Oak Street,
(d) Martinez Street,
(e) Maritza Street,
(f) Arroyo Street,
(g) CPL JR. Becerra Street,
(h) S. SGT. SW Daily
Including streets in the same general vicinity to include but not limited to the reconstruction of streets paving, curb & gutter, sidewalk improvements, advertisements, engineering fees, material testing fees and related appurtenances for project completion.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Year 23 (2010) & Year 24 (2011) funds. No budgetary increase to proposed amendment.

Attachments

Workplan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 03:30 PM
Perla Lopez	Perla Lopez	09/06/2011 10:47 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Hilda Bazan Started On: 08/26/2011 02:47 PM

Final Approval Date: 09/08/2011

PUBLIC HEARING NOTICE
CITY OF PROGRESO
URBAN COUNTY PROGRAM

Published On: AUGUST 8, 2011

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **City of Progreso** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed program amendment to its Urban County Program, **Year 23 & 24 (2010 & 2011).**

The Public Hearing will be held on , **Thursday, August 11, 2011** at **6:00 P.M**. at the **City of Progreso City Hall located at 300 N. FM 1015, Progreso, Texas 78579**

Existing	Year 23 (2010) Activities	Proposed
$334,011.00	Street Improvements	$334,011.00
$334,011.00	**TOTALS:**	**$334,011.00**

The proposed amendment will not have any budgetary changes, it will only include additional streets for improvement due to surplus funding for the FY 22 (2010) Street Improvements line item. Project will include related street improvements to include but not limited to reconstruction and paving of streets, curb & gutter, sidewalk improvements, advertising, engineering fees, material testing fees and related appurtenances at **(a)** Jr. #3 Subdivision (1) Pine Street (2) Oak Street, **(b)** Las Palmas Subdivision 1) Martinez Street (from FM 1015 to S. of Arroyo Street), 2) Maritza Street (from FM 1015 to S. of Arroyo Street), 3) Arroyo Street (from Baker Dr. to N. Martinez) **(c)** Colonia La Reyna 1) CPL. JR. Becerra (from BUS. FM 83 West to Dead End. 2) S. SGT. SW. Daily, (Entire street).

Existing	Year 24 (2011) Activities	Proposed
$228,900.00	Street Improvements	$228,900.00
$228,900.00	**TOTALS:**	**$228,900.00**

The proposed amendment will not have any budgetary changes, it will only include additional streets for improvement due to surplus funding for the FY 22 (2010) Street Improvements line item. Project will include related street improvements to include but not limited to reconstruction and paving of streets, curb & gutter, sidewalk improvements, advertising, engineering fees, material testing fees and related appurtenances at (a) Jr. #3 Subdivision (1) Pine Street (2) Oak Street and (b) Colonia La Reyna 1) CPL. JR. Becerra (from BUS. FM 83 West to Dead End. 2) S. SGT. SW. Daily, (Entire street)., because La Palmas Subdivision is already included in the 2011 workplan.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at **1916 Tesoro Blvd., Pharr Texas 78577** or call **(956) 787-8127.**

Written comments may be forwarded to:

Mayor: Omar Vela,
City of Progreso
300 N. FM 1015
Progreso, Texas 78579
(956)-565-0241

City of PROGRESO
Est. 1991

"Pride in the Community"

Mayor Omar Vela
Alderman Ruben Abundiz
Alderman Eric Chaidez
Mayor Pro-Tem Orlando Vela
Alderman Armando Cavazos
Alderman Juan J. Ramos

August 12, 2011

Ms. Lupita Garcia,
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

RE: City of Progreso- Budget Amendment Urban County Year 23 and 24

Dear Ms. Garcia

At a meeting held on Thursday, August 11, 2011 at 6:15 p.m., the City Commission approved the budget program amendment for Urban County Year 23 and Year 24 was approved as presented. Attached is a copy of the agenda as posted, along with a copy of the minutes and a copy of the sign-in sheet for the public hearing.

Please submit to the Hidalgo County Commissioners' Court for approval on the next Commissioners Court meeting.

Please do not hesitate to contact me if you need additional information in regards to this request.

Sincerely,

Alfredo Espinoza
City Administrator
City of Progreso

AI-28357 **16. B.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Steve de la Garza **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

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 10-5287-000-5293.

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 10-5287-000-5293" from (TDHCA Contract No 70090019).

Previous agenda item #15188 submitted on April 28, 2009 for the County Judge to act in all matters in connection with the TDHCA Contract # 70090019.

Attachments

GLO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 03:32 PM
Perla Lopez	Perla Lopez	09/06/2011 04:41 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Hilda Bazan Started On: 08/31/2011 11:38 AM

Final Approval Date: 09/08/2011

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 15188

Date: April 24, 2009 Meeting Date Request: April 28, 2009

Deadline for Action: April 28, 2009 Contact Person: Diana R. Serna, Director

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

Diana R. Serna, Urban County Director

Caption:
Approval of a Resolution of the Commissioners' Court of the County of Hidalgo, Texas, authorizing the submission of the Method of Distribution (MOD) for the HUD Disaster Recovery funding allocated by the State of Texas, Office of Rural Community Affairs (ORCA) and authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the HUD Disaster Recovery Funding Program.

Background:
This resolution is required as part of the County's Method of Distribution (MOD) to the State of Texas. (See Attachments)

Deputy Director: _____
Manager: _____
Finance: _____

Please initial for approval:
Legal Counsel_____ Budget_____ Human Resources_____
Dept./Fund No._____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes_____ No_____
Account Code: $_____ Impact on Future Budget: Yes_____ No_____

Comments:

APPROVED Co. Comm:
DATE 4.28.09

Action taken by Commissioner's Court:

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

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING THE SUBMISSION OF THE METHOD OF DISTRIBUTION (MOD) FOR THE HUD DISASTER RECOVERY FUNDING ALLOCATED BY THE STATE OF TEXAS, OFFICE OF RURAL COMMUNITY AFFAIRS (ORCA) AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE HUD DISASTER RECOVERY FUNDING PROGRAM.

WHEREAS, the Commissioners' Court of the County of Hidalgo desires to develop viable urban communities including decent housing, suitable living environments and economic opportunities principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety of our residents due to the damages sustained from Hurricane Dolly; and

WHEREAS, disaster recovery supplemental funds are the primary source of funding available for public infrastructure, economic development and housing for the disaster affected areas; and

WHEREAS, it is necessary and in the best interests of the County of Hidalgo to improve infrastructure within the County to provide disaster relief, long-term recovery and restoration of infrastructure, housing and economic revitalization in areas affected by Hurricane Dolly, and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. That a Method of Distribution (MOD) for the Hidalgo County HUD Disaster Recovery Funding Allocation is hereby authorized to be filed with the Office of Rural Community Affairs (ORCA)

2. That all funds be used for non-housing and housing needs including the improvement of housing for those families affected by the effects of Hurricane Dolly

3. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

PASSED AND APPROVED THIS 28th DAY OF APRIL, 2009.

Juan D. Salinas, III, County Judge
Hidalgo County, Texas

ATTEST:

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

AI-28464 **16. C.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Lupita Garcia **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the Precinct No. 1 is requesting authority to enter into contract with GAS Enterprises, Inc. for a construction contract for the Parks, Recreational Facility Improvements to the Precinct No. 1 (Elsa) Mario Leal Park in the amount of $456,189.00 to include the construction of baseball field, bathroom facilities, walking trail and complete preparation of fields utilizing the Hidalgo County Precinct No. 1. UCP Year 21 (2008) Precinct No. 1 Parks Recreational Facility Improvement funds will be utilized along with City of Elsa UCP Year 22 (2009) Elsa Parks, Recreational Facility Improvement funds.

BACKGROUND

Bids were opened by the Hidalgo County Purchasing Department on August 31, 2011. The architect firm of Dannenbaum Engineering reviewed the bids and recommended that the bid be awarded to the lowest responsible bidder being GAS Enterprises Inc. in the amount of $456,189.00. See attached bid tabulation for your review, along with letter of recommendation by the architectural firm.

Contractor:	GAS Enterprises Inc.
Contract Amount:	$456,189.00
Funds Available:	$184,351.66 UCP FY 21 (2008) Precinct No. 1 Parks, Recreational Facility Imp. Funds. $316,102.20 UCP FY 22 (2009) City of Elsa Parks, Recreational Facility Imp. Funds.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 21 (2008) & Year 22 (2009) funds will be utilized for the Parks, Recreational Facility Improvement Project in Mario Leal Park located in the City of Elsa.

Attachments

Engineer Letter

Bid Tabulation Sheet

Contract

Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 05:02 PM
Perla Lopez	Perla Lopez	09/08/2011 10:23 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Hilda Bazan Started On: 09/07/2011 04:37 PM

Final Approval Date: 09/08/2011

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

September 7, 2011

Urban County Project
1916 Tesoro Boulevard
Pharr, Texas 78539

ATTN: *Ms. Guadalupe Garcia*

REF: *Mario Leal Park Improvements Project*

SUBJ: *Contractor Recommendation*

Dear Ms. Garcia,

Dannenbaum has reviewed the bid packets received for "Precinct No. 1 – Parks Recreational Facility Imp. – Mario Leal Park" Bid No. 5008-91-25-0306-5000-9100/2500-UCP-GVG. We have attached the Bid Tabulation Sheet herewith. The apparent low bidder is G.A.S. Enterprises, Inc. of Elsa, Texas with a base bid of $408,475.00. The second low bid was E-Con Group of Edinburg, Texas with a base bid of $470,000.00. Dannenbaum has reviewed the bid documents and project references for G.A.S. Enterprises, Inc. and it is Dannenbaum's opinion that G.A.S. Enterprises, Inc. meets the bid requirements as set forth for the referenced project.

The total of the G.A.S. Enterprises, Inc. base bid and alternates number one (1), two (2) and three (3) is more that the total budget for the project. We have met with Mr. Juan Ortiz, City Manager for the City of Elsa, to discuss the course of action the City would like to follow regarding this issue. It was the City's conclusion to eliminate Alternate No. 1 and include the Base bid with Alternates No. Two (2) and Three (3) only.

Base Bid:	$408,475.00
Alt. No. 2:	$ 33,864.00
Alt. No. 3:	$ 13,850.00
Total:	$456,189.00

It is Dannenbaum's opinion that G.A.S. Enterprises, Inc. of Elsa, Texas, has met the requirements of the bid process and is qualified to enter into a contract in the amount of $456,189.00. Should you have questions regarding this subject, please contact me at (956) 682-3677.

Respectfully,
Dannenbaum Engineering Company - McAllen, LLC

Steven L. McGarraugh, AIA
Project Representative

Attachments: Bid Tabulation Sheet for Bid No. 5008-91-25-0306-5000-9100/2500-UCP-GVG

cc: Richard D. Seitz, P.E. – Dannenbaum Engineering Company - McAllen, LLC

G:\1540\4619-01 Mario Leal Park In Elsa Texas\Correspondence\Corr- Smcgarr To Lupita Garcia (20110907) Contractor Recommendation.Docx

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: August 31, 2011 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Precinct No. 1 (ELSA)-Parks Recreational Facility Imp to Mario Leal Park"

BID NO: 5008-91/25-0306-9100-2500-UCP-GVG | **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Base Bid Price	Alternate No. 1 Price	Alternate No. 2 Price	Alternate No. 3 Price	Bid Bond/ Cashier's Check Included
1.	Celso Gonzalez Construction, Inc.	$447,800.00	$244,000.00	$16,800.00	$31,790.00	Included
2.	All Pro Contractors, Inc.	$580,000.00	$286,588.00	$30,125.00	$6,335.00	Included
* 3.	G.A.S. Enterprises	✓ $408,475.00	X $208,420.00	✓ $33,864.00	✓ $13,850.00	Included
4.	Tropical Contracting, LLC	$576,300.00	$226,155.00	$53,200.00	$37,000.00	Included
5.	E-Con Group, LLC	$470,000.00	$189,000.00	$30,000.00	No Bid	Included
6.	Holchemont, Ltd.	$492,000.00	$195,725.00	$24,000.00	No Bid	Included
7.						
8.						
9.						

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

9/1/11 @ 3:45 p.m.
Contract to include Base Bid + Alt #2 & Alt. #3. As per Architect's Recommendation Based on Funding available. — Iyarra

CONSTRUCTION CONTRACT

This Agreement, entered into this **13th Day of September, 2011** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **HIDALGO COUNTY PREINCT NO. 1**(hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **GAS Enterprises, Inc.** a corporation) of **Elsa** 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 Parks, Recreational Facility Imp.**
PROJECT #: **5008-91-0306-5000-9100-UCP-GVG**
PROJECT DESCRIPTION: **""PRECINCT NO. 1 (Elsa) –PARKS, RECREATIONAL FACILITY IMP-Mario Leal Park."**

Heinafter called the project, for the sum of (**$ 456,189.00) –Four Hundred fifty six thousand , one hundred eighty-nine dollars and no cents.** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Precinct No. 1** entitled the CD Coordinator, 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 thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** 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: GAS Enterprises, Inc.

Address: P.O. Box 309
Elsa, Texas

Fed. I.D. #/S.S. 74-5887924

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2011

PRODUCER (956)565-2481 FAX: (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

INSURED
G A S Enterprises, Inc.
P. O. Box 309

Elsa TX 78543

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Co.	
INSURER B: American Economy Ins. Co.	
INSURER C: Texas Mutual Ins. Co.	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY / PROJECT / LOC	BCS0023879	1/11/2011	1/11/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	02BA412830-6	1/11/2011	1/11/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	SBP 0001189894	4/7/2011	4/7/2012	WC STATUTORY LIMITS / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

RE Project: Precinct No. 1 -Parks, Recreational Facility Improvements to Mario Leal Park

CERTIFICATE HOLDER

Hidalgo County - Urban County Program Pct
2802 S. Bus. Hwy 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert R Garza/DAG Robt R Garza

ACORD 25 (2009/01)
INS025 (200901).01

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AI-28430 **16. D.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Irene Montoya **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Single Family Housing Property Surveys.

2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by Commissioners' Court in connection with and Urban County Program Owner-Occupied Rehabilitation project for single family housing property surveys.

	Grade	Rank
Guzman & Munoz Engineering	91.34%	
Halff Associates, Inc.	93.67%	
Rio Delta Surveying	91.67%	

3. Authority to negotiate a one (1) year professional engineering service contract with the No. 1 ranked firm _____ for the provision of single housing property surveys.

BACKGROUND

Urban County Program and Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". Guzman & Munoz Engineering & Surveying, Inc., Halff Associates Inc., and Rio Delta Surveying were the three firms. The Homeowner Rehabilitation Programs requires a surveys on single family housing property. In addition, due to the potential of future projects for single family properties surveys, the Urban County Program Staff is requesting a one (1) year contract for said services. See attached scoring grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Scoring Grid Sheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 04:06 PM
Perla Lopez	Perla Lopez	09/08/2011 08:43 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Hilda Bazan Started On: 09/07/2011 11:24 AM

Final Approval Date: 09/08/2011

Hidalgo County – Urban County Program
Professional Engineering Services
Single Family Housing Property Surveys
Year (2011)
Grading – Ranking Grid

Criteria	Guzman & Munoz Engineering and Surveying Inc.,			Halff Associates, Inc.,			Rio Delta Surveying		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	19	20	20	19	20	20	19	15	20
Experience of Project Team	24	25	15	24	25	25	24	15	25
Experience/Availability of Project Manager	19	20	17	19	15	18	19	20	18
Understanding of Project	22	25	20	18	25	25	20	25	25
Familiarity with Applicable Rules & Regulations	10	10	8	10	10	8	10	10	10
TOTALS	94	100	80	90	95	96	92	85	98
AVERAGES	274÷3=91.34%			281÷3=93.67%			275÷3=91.67%		
RATING									

AI-28307 **16. E.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Candace Armenta **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Milnet Architectural Services, in the amount of $6,560.00, utilizing Year 23 (2010) funds for Architectural Services for Palmview Municipal Park located in the City of Palmview.

BACKGROUND

Milnet Architectural Services has submitted a best and final offer for professional architectural services required for Parks, Recreational Facility Improvements at Municipal Park in the City of Palmview. Milnet Architectural Services was the highest rated firm by Commissioners' Court on July 19th 2011. Contract approval in the amount of $ 6,560.00 is being requested. See attached scope of services.

Contract Amount: $ 6,560.00
Funds Available: $ 82,000.00 – FY 23 (2010)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) funds will be utilized for architectural services at Palmview Municipal Park.

Attachments

Contract

Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 03:31 PM
Perla Lopez	Perla Lopez	09/08/2011 11:15 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Hilda Bazan Started On: 08/29/2011 01:40 PM

Final Approval Date: 09/08/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5010-55-0311-5000-5500

Professional Services Agreement

This Agreement, entered into this **13th day of September 2011** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Palmview,** (hereinafter called the "Party") and **Rudy Molina,** duly authorized Architect, herein acting by **Milnet Architectural Services,** (hereinafter called the "Architect").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Architectural Services; and

WHEREAS, the Architect, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and architectural recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Architect to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ARCHITECT

The Party agrees to employ the Architect to furnish and provide the architectural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Architect as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ARCHITECT

The Architect shall perform the following Basic Services in connection with the proposed **Parks, Recreational Facility Improvements Project in Municipal Park,** Account(s) **5010-55-0311-5000-5500.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary architectural plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the architectural data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Architects on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Architect will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Architect will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Palmview** four (4) sets of plans, four (4) sets of specifications, and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ARCHITECT

If authorized in writing by the Party, the Architect will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architect's actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Architect services or data as required such as appropriate professional interpretations for of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ARCHITECT

The Party agrees to pay the Architect for completed services as identified by the Party:

6.1 The Architect shall be paid a total fixed amount of **$6,560.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.

6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Architect shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Architect a sum of money equal to the reasonable value of the service rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Architect agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Architect each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Architect shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Architect contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by (90) ninety days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

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

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Architect as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by and between the Party and the Architect shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Architect shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Architect shall save the Party harmless with respect to any damages arising from any Architect negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Architect shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Architect from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Architect agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246 Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Architect shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Architect shall obtain and keep in force during the term| of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of $300,000.00 for bodily injury and $100,000.00 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **13th day of September 2011.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this ___ day of _____, 2011.

_____
Architect Signature

Firm Name: Milnet Architectural Services

Address: 608 South 12th Street

City/State/Zip: McAllen, Texas 78501

FED ID# ISS #: 74-2972666

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____, 2011.
By _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My Commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness Diana R. Serna, UCP Director

Milnet Architectural Services
608 S. 12th St.
McAllen, Texas 78501

October 18, 2011

Candace J Armenta
Program Coordinator I
Urban County Program
1916 Tesoro Blvd
Pharr, Texas 78577

Candace J Armenta this is the best and final offer $6,560.00 for the Palmview 2010 Park, Recreational Facility Improvements. For the proposal agreement duties items like the construction oversight, bid documents, plans & specifications, and the documentation required when submitting request for payments will be covered in the AIA contract B141.

Sincerely,

Rodolfo Molina

Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

PROPOSAL AGREEMENT

Attention: Candace J Armenta
Program Coordinator I
Urban County Program

Dear Mrs. Candace J Armenta
Milnet Architectural Services is pleased to offer its services to Urban County Program for the proposed Palmview 2010 Parks, Recreational Facilities Improvements Project.

SCOPE OF SERVICES

The scope of work that the project entails is:

1. Set of Construction Documents meeting pertinent codes and Texas ADA requirements. This proposal is only for Architectural.
2. MEP, Civil and Structural will be done by Owner.
3. Texas Department of Licensing and Regulation T.D.L.R. fees are not included in this proposal due to 68.30(1) Exemptions. (Effective June 1, 1994, 19 TexReg 3485; amended effective May 6, 1998, 23 TexReg 4263; amended effective December 5, 1999, 24 TexReg 10855; amend)

Items provided by owner:

Electronic Drawings and Backgrounds (if any).
Soils Reports (at owner's expense).
Survey (At owner's expense).

Below is the breakdown of our fee for only the Architectural phase of the project.

FEE

This proposal-agreement provides for the performance and code review of construction documents as described in the Scope of Services section shall be:

Description	Cost
Estimated Construction Cost: $82,000.00 Standard Architectural fee 8.0% = $6,560.00 Architectural Only (MEP, Civil and Structural by Owner)	$6,560.00
TOTAL	$6,560.00

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Plots are reimbursable at a rate of $5.00 per plot.

Payment shall be due net fifteen (15) days upon completion, according to the following schedule:

Percentage of Total Contract Billing By Phase	Completion Point Tentative Dates
Phase I	
25%	Schematic Design Set for Review
30%	Design Development Set for Review.
35%	Construction Documents for Permit.
10%	At Issuance of Permit.

Neither Milnet, nor their agents or employees shall be jointly, severally, or individually liable to the Client (R.L. Abatement Inc), in excess of the compensation to be paid pursuant to this Agreement, by reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

Thank you again for the opportunity to be of service. Should you have any questions regarding this proposal, please contact our company at (956) 688-5656 or via email at rudym@milnet-archservices.com

Sincerely,

Rodolfo Molina, AIA

Rodolfo R. Molina, A.I.A.
President
Milnet Architectural Services, PLLC

Client Approval:

Print Name Date

Signature

Note to Client: The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statues, Articles 249a.

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)
Milnet Architectural Services, PLLC

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) ▶ P

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
608 S. 12th St.

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78501

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

4	5	-	1	2	1	3	1	8	5

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 ▶ [signature] Date ▶ 8/19/2011

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.

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: Rodolfo Molina, Jr.
Print Name: Rodolfo R. Molina, Jr
Title: Principal
Telephone Number: (956) 688-5656
Date: 8/23/11

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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.**

Milnet Architectural Services PLLC

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.**

n/a

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

Rodolfo R.Molina

Signature of person doing business with the governmental entity

8/23/11

Date

Adopted 06/29/2007

Official Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg,TX 78540

Issued To:
MILNET ARCHITECTURAL SERVICES PLLC
608 SOUTH 12TH ST
MCALLEN TX 78501

Recording Fees

Document Description	Number	Recording Amount
Recording	2235053	16.00
CONFLICT OF INTEREST		
		16.00

Collected Amounts

Payment Type	Amount
CASH	20.00
	20.00

Total Received :	20.00
Less Total Recordings:	16.00
Change Due :	4.00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - MaryLou Cantu

Receipt#	Date	Time
1219096	08/23/2011	12:42p

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2011

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

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

PRODUCER
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

CONTACT NAME:
PHONE (A/C, No, Ext): 713-463-4550 FAX (A/C, No): 713-463-4590
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Milnet Architectural Services, PLLC
608 South 12th Street
McAllen, TX 78501

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: (The) Hanover Insurance Co.	22292
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2011-12 Master 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	Professional Liability			LHD915040400	05/25/2011	05/25/2012	Each Claim	$1,000,000
							Aggregate	$2,000,000

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

CERTIFICATE HOLDER

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

Byron Johnson/SRM

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Allstate.
You're in good hands.

CERTIFICATE OF INSURANCE

EFFECTIVE DATE
OF CERTIFICATE
01/23/11

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY
HOME OFFICE - IRVING, TEXAS 75063
hereby certifies that the following insurance is in force:

POLICYHOLDER	POLICY NUMBER	POLICY PERIOD
RODOLFO MOLINA DBA MILNET ARCHITECTURAL 608 S 12TH ST MCALLEN, TX 78501-4928	048849720 BAP	01/23/11 TO 01/23/12 AT 12:01 A.M. STANDARD TIME

The person or organization designated below is described in the policy as:

BANK OF AMERICA NA
(RETAIL/BOATS/RV)
P O BOX 2759
JACKSONVILLE, FL 32203-2759

- [X] LIENHOLDER (Loss Payable Clause)
- [ ] ADDITIONAL INTERESTED PARTY
- [ ] ADDITIONAL INSURED
- [ ] CERTIFICATE HOLDER

Coverages designated are afforded as stated below:

LIABILITY: $250,000 EACH PERSON, $500,000 EACH ACCIDENT
PROPERTY DAMAGE LIABILITY: $100,000 EACH ACCIDENT

2005 FORD TRUCK F150 2WD 1FTRW12W75KE95340
COLLISION - $500 DEDUCTIBLE - - COMPREHENSIVE - $500 DEDUCTIBLE

To the person or organization stated above:

This policy, as respects the interest of the loss payee, additional interested party, additional insured or certificate holder named herein, may be cancelled by the Company during the policy period by giving such person or organization 10 days, or whatever longer period of time prescribed by state law.

Proof of such mailing is deemed sufficient proof of such notice.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.

83 (Policy Provisions: WC 00 00 00 A)
14
TQ **INFORMATION PAGE**
WBC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER: HARTFORD FIRE INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number: 13269
Company Code: 1

THE HARTFORD

*1500201TQ14830101 02498

		Suffix LARS	Suffix RENEWAL
POLICY NUMBER:	01 WBC TQ1483		04
Previous Policy Number:	01 WBC TQ1483		

HOUSING CODE: DW

1. **Named Insured and Mailing Address:** RODOLFO MOLINA JR
(No., Street, Town, State, Zip Code) (SEE ENDT)

608 S 12TH STREET
MCALLEN, TX 78501

FEIN Number: 742972666

State Identification Number(s):
UIN:

The Named Insured is: INDIVIDUAL
Business of Named Insured: ARCHITECTS
Other workplaces not shown above: 608 S 12TH STREET
MCALLEN TX 78501

2. **Policy Period:** **From** 01/16/11 **To** 01/16/12
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: NORTHEAST AGENCIES INC/PHS

301 WOODS PARK DRIVE
CLINTON, NY 13323

Producer's Code: 214608

Issuing Office: THE HARTFORD
301 WOODS PARK DRIVE
CLINTON NY 13323
(866) 467-8730

Total Estimated Annual Premium: $428
Deposit Premium:
Policy Minimum Premium: $189 TX

Audit Period: ANNUAL **Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Kristine R. Ojas
Authorized Representative

11/06/10
Date

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: TX (SP0).

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	$500,000	**each accident**
Bodily injury by Disease	$500,000	**policy limit**
Bodily injury by Disease	$500,000	**each employee**

C. **Other States Insurance:** Part Three of the policy applies to the states, if any , listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**
WC 00 04 21C WC 00 04 22A WC 42 03 08 WC 99 03 65 WC 42 03 01F
WC 42 04 07

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
8810 DRAFTING EMPLOYEES	107,500	.24	258
INCREASED LIMITS PART TWO (9807) 1.00 PERCENT			3
TOTAL PREMIUM SUBJECT TO PREMIUM INCENTIVE			261
SMALL EMPLOYER PREMIUM INCENTIVE - 9885			.850
PREMIUM ADJUSTED BY APPLICATION OF PREMIUM INCENTIVE			222
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			222
EXPENSE CONSTANT (0900)			180
TERRORISM (9740)	107,500	.024	26
TOTAL ESTIMATED ANNUAL PREMIUM			428

Total Estimated Annual Premium: $428
Deposit Premium:
Policy Minimum Premium: $189 TX

Interstate/Intrastate Identification Number: / 000000000

Labor Contractors Policy Number:

NAICS:
SIC: 8712
UIN:
NO. OF EMP: 000004

*1500201TQ14830101 02499

AI-28445 **17. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Yvonne Ramon **Submitted By:** Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discuss, amend and approve Early Voting poll site changes:

a. Addition of Sharyland Fire Station, 1804 N. Shary Road, Mission;

b. Substitute Elections Annex, 317 North Closner, Rear, Edinburg (due to construction) with Firemen's Training Room, 210 West McIntyre, Edinburg;

2. Discuss, amend and approve Election Day poll site changes:

a. Substitute Elections Annex, 317 North Closner, Rear, Edinburg (due to construction) with Firemen's Training Room, 210 West McIntyre, Edinburg;

b. Substitute Administration Tax Office, 2800 S. Business 281, Edinburg with Dustin Michael Sekula Memorial Library, 1906 South Closner, Edinburg;

BACKGROUND

Attachments

EV General Schedule

ED General Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 04:59 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Melanie Esparaza Started On: 09/07/2011 02:35 PM

Final Approval Date: 09/08/2011

From Oct. 24th, – Nov. 4th, 2011 - CALL (956) 318-2570 For General Information (Llame para Información General)

November 8, 2011 (8 de Noviembre de 2011)
GENERAL ELECTION (Eleccion General)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 24, 2011	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	Oct. 25, 2011	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	Oct. 26, 2011	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	Oct. 27, 2011	8:00 A.M. -- 5:00 P.M.
Friday/ Viernes	Oct. 28, 2011	8:00 A.M. -- 5:00 P.M.
Saturday/ Sabado	Oct. 29, 2011	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Oct. 30, 2011	10:00 A.M. -- 3:00 P.M.
Monday/ Lunes	Oct. 31, 2011	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	Nov. 1, 2011	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	Nov. 2, 2011	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	Nov. 3, 2011	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Nov. 4, 2011	7:00 A.M. -- 7:00 P.M.

EARLY VOTING POLLING LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

DONNA SUB
Amigos Del Valle
1408 Silver Ave.
Donna, Tx

EDINBURG SUB
Firemen's Training Room
210 W. McIntyre
Edinburg, TX

EDINBURG SUB
UTPA Wellness Center
1201 W. University Dr.
Edinburg, TX

EDCOUCH/ELSA SUB
Elsa Fire Station
216 E 4th St.
Elsa, TX

LA JOYA SUB
City Hall
101 N. Leo Ave.
La Joya, TX

MCALLEN SUB
McAllen Tax Office
311 N. 15th St.
McAllen, TX

MISSION SUB
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
Fire Station #3
1804 N. Shary Rd.
Mission, TX

PALMVIEW SUB
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PHARR/SAN JUAN SUB
Jose Pepe Salinas Center
1011 W. Kelly
Pharr, TX

PROGRESO SUB
Progreso Comm. Ctr.
210 FM 1015
Progreso, TX

WESLACO SUB
Braught Theatre
525 S. Kansas Ave.
Weslaco, TX

*****CALL (956) 318-2570 FOR GENERAL INFORMATION (Llame para Información General) *****
Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX (Last Update 9/7/2011)

DRAFT

HIDALGO COUNTY, TEXAS
Tuesday, November 08, 2011
CONSTITUTIONAL AMENDMENT ELECTION
ELECTION DAY POLLS OPEN 7:00 A.M. TO 7:00 P.M.
CALL (956) 318-2570 for General Information

PRECINCT	CITY	BUILDING	ADDRESS
3, 23, 45, 55, 87 & 120	Donna	Amigos Del Valle	1408 Silver Avenue
26, 27, 37, 66, 67, 134 & 138	McAllen	Tax Office	311 N. 15th St.
7, 8, 34, 135, 136 & 139	McAllen	Palmer Pavilion	301 E. Hackberry
48 & 95	McAllen	Palmview Comm. Ctr.	3401 Jordan Avenue
97, 47 & 49	McAllen	Lincoln Middle School	1601 N. 27th St.
54, 65, 72, 74 & 81	McAllen	Lark Community Center	2601 Lark Avenue
62, 73, 96, 124, 140 & 141	McAllen	Gonzalez Elem. School	201 E. Martin
109, 13, 30, 31, 105, 107 & 108	Edinburg	Firemen's Training Rm.	210 W. McIntyre
14, 52, 53, 106 & 110	Edinburg	Dustin M. Sekula Mem. Lib.	1906 S. Closner
68, 69 & 129	N. Edinburg	Camp Loma de Vida	12505 N. Hwy 281
76 & 24	McCook	Immaculate Church	N. FM 681 & FM 490
33 & 18	Monte Alto/ Hargill	Monte Alto Comm. Center	1st & Elizabeth
19	San Manuel	St. Anne Church	2.5 Miles N. 186 on 281
43 & 104	San Carlos	San Carlos Elem.	½ Mi. S. Hwy 107 on 3rd St.
119, 70, 90 & 15	Elsa	Elsa Fire Station	216 E. 4th St.
16 & 79	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave
17	La Villa	La Villa High School	200 W. Hwy 107
20 & 122	Hidalgo	Hidalgo City Hall	704 E. Texano Dr.

DRAFT

32, 92, 1, 85, 46, 56 & 121	Mercedes	Mercedes City Hall	400 S. Ohio Avenue
36, 115, 25, 35, 6 60, 142, 143, 144 61, 116, 5 & 137	Pharr	Jose Pepe Salinas Center	1011 W. Kelly
123, 77, 91, 44, 130 126 & 127	Alamo	Sgt. Fernando de la Rosa Lib.	416 N. Tower Rd.
11, 50, 131 & 132	La Joya	City Hall	101 N. Leo Ave.
10, 9, 28, 98, 94 102 & 103	Mission	City Hall	1201 E. 8th
38, 63, 83, 84 & 12	Mission	Fire Station #3	1804 N. Shary Road
101, 88, 89 & 125	Palmhurst	Faith Baptist Church	4301 N. Shary Road
78, 100, 29, 75, 99, 64, 133 & 128	Palmview	Co. Commissioner Pct.#3 Ofc.	724 Breyfogle Road
42, 58, 21, 114, 71, 41, 111, 2, 22,112, 57 & 113	Weslaco	Braught Theatre	525 S. Kansas Ave.
40	Progreso	Progreso Comm. Ctr.	210 FM 1015 (Baker/Malone)
51	Sullivan City	Fire Station	500 Cenizo
4, 39, 59, 117 & 118	San Juan	San Juan Fire Station #2	2301 N.Longoria Rd.

DRAFT

AI-28422 **17. B.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Elections Department **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to extend ten (10) temporary full time Data Entry Clerk I positions, slot no.'s T123 - T132, Grade 1, not to exceed six (6) months and/or 12/31/2011.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

EXTENSION OF POSITIONS TO BE FUNDED WITH LAPSED SALARIES FROM VACANT TEMP FULL TIME POSITIONS (1-1100-414-00-130-001-0-121) AND COUNTY WIDE ADMIN (1-1100-415-00-115-002-0-899).

Attachments

revised salary schedule

job description

transfer

fiscal note

PAR

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	09/07/2011 04:05 PM
Budget & Management	Merlen P. Munoz	09/07/2011 04:22 PM
Sylvia Solis	Sylvia Solis	09/08/2011 11:28 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Rosie Cantu Started On: 09/06/2011 04:45 PM

Final Approval Date: 09/08/2011

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-414-00-130-001-0

AI - 28422

ELECTIONS DEPT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN				$73,500.00	$73,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$73,500.00
0007	113	FIELD SERVICE SPECIALIST II	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0010	113	ACCOUNTING CLERK II	8	0	$30,224.00	$30,224.00	$30,224.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,224.00
0011	113	EXECUTIVE ASSISTANT I	11	4	$44,287.00	$44,287.00	$44,410.00	$420.00	$0.00	$0.00	$0.00	$0.00	$44,830.00
0014	113	VOTER REGISTRATION SPCLST II	6	1	$27,276.00	$27,276.00	$27,276.00	$300.00	$0.00	$0.00	$0.00	$0.00	$27,576.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0016	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0017	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0018	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0020	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0021	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0022	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0085	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$41,481.00	$41,481.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$42,861.00
0086	113	ELECTIONS PROJECT COORDINATOR	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0109	113	ACCOUNTANT II	10	2	$38,408.00	$38,408.00	$38,408.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,408.00
0120	113	ELECTIONS SYSTEM MANAGER	15	1	$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,526.00
0121	113	ELECTIONS SPECIALIST II	9	1	$34,360.00	$34,360.00	$34,360.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,660.00
0122	113	FIELD SERVICE SPECIALIST I	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-414-00-130-001-0

AI - 28422

ELECTIONS DEPT

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	
APPROVAL TO EXTEND THE FOLLOWING TEN (10) TEMPORARY FULL TIME POSITIONS:													
T123	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T124	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T125	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T126	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T127	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T128	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T129	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T130	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T131	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T132	121	DATA ENTRY CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$736,306.00	$809,806.00	$704,357.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	$706,757.00

PERSONNEL ACTION PENDING CC APPROVAL.

DATA ENTRY CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level data entry work. Work involves entering data and maintaining files and documentation; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files

Performs editing and maintenance of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for simple applications and corrects entry errors

May provide clerical support

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in data entry work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 35 wpm

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

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: September 7, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR ELECTIONS DEPT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
1-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(9,955.78)
TO:			
1-1100-414-00-130-001-0- 121	ELECTIONS DEPT-	TEMP F/T EMPLOYEES	5,588.50
1-1100-414-00-130-001-0- 220	ELECTIONS DEPT-	FICA	4,099.35
1-1100-414-00-130-001-0- 250	ELECTIONS DEPT-	UNEMPLOYMT. COMP	267.93
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: To fund the prorated salaries and related fringe benefit expenditures for the Extension of (10) ten temporary full time positions, slots T123 - T132, for the remainder of calendar year 2011. Due to lapsed salaries, only a portion of the salaries and related fringe benefits are being funded.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

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, September 13, 2011

Agenda Item: 28422

Summary of request/proposal:
Elections:
Approval to extend ten (10) temporary full time Data Entry Clerk I positions, slot no.'s T123 - T132, Grade 1, not to exceed six (6) months and/or 12/31/2011.

Fund	Position	Slot#	Obj	G	S	Current Budgeted Salary/ Allowance	Adjustment Requested	Total Requested
1100	DATA ENTRY CLERK I	T123	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T124	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T125	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T126	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T127	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T128	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T129	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T130	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T131	121	1	0	0.00	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T132	121	1	0	0.00	17,636.00	17,636.00
					TOTAL:	0.00	166,400.00	176,360.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-414-00-130-001-0-	121	ELECTIONS-	TEMP F/T EMPLOYEES	$53,586.31
1-1100-414-00-130-001-0-	211	ELECTIONS-	HEALTH INSURANCE	$0.00
1-1100-414-00-130-001-0-	212	ELECTIONS-	LIFE INSURANCE	$0.00
1-1100-414-00-130-001-0-	220	ELECTIONS-	FICA	$4,099.35
1-1100-414-00-130-001-0-	230	ELECTIONS-	RETIREMENT	$0.00
1-1100-414-00-130-001-0-	250	ELECTIONS-	UNEMPLOYMENT COMP	$267.93
1-1100-414-00-130-001-0-	260	ELECTIONS-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$57,953.59

2012 Budgetary Impact: N/A

Possible Funding Sources: CO WIDE ADMIN- CONTINGENCY

Budget Office Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **ELECTIONS (130-001)** DATE: **09/02/2011**

CURRENT POSITION TITLE: **DATA ENTRY CLERK I** CURRENT SLOT. #: **T123 - T132**

REQUESTED POSITION TITLE: **DATA ENTRY CLERK I**

REQUEST FOR:

EXTENSION OF POSITION

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

POSITION SALARY REQUEST:

130-001	10	G1, S0 $17,636.00	G1, S0 $17,636.00	$ $176,360.00
ACCT NO.	NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY	PROPOSED GRADE & STEP/ SALARY	NET CHANGE

HIDALGO COUNTY BUDGET OFFICE SEP 6 PM 4:07

Position to be funded from one of the following:

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

☒ Other **CO WIDE ADMIN.- CONTINGENCY**

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ **$ 8.4788** Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ **$8.4788 * 2,080.00 = $17,636.00** Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

09/22/2011	12/31/2011	M-F 8 A.M- 5 P.M Except Election time	40 hrs/ Except Election time	Approx. 3 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

The November Federal Election process begins on Sept 9th, which is the first day to apply for a ballot, so all temporary workers must be trained and in place as soon as possible.

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)

Aside from the Constitutional Election there are also 6 political entities (so far) holding elections, as well as redistricting and the massive mail out in which all require extra help.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9-6-11	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/8/2011	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 09/06/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-28433 **18. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and approval to purchase a certain tract of land also known as Parcel 1 Tower Road Corner Clips Project (Sara Ellen and Samuel Childrens Family and Partnership, L.P.) in the amount of $1,000.00 as approved by C.C. on 09/06/11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-122-049-0-711

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

BUDGETARY IMPACT:

Available funds as of 09/07/11.

Attachments

tower rd parcel 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 02:22 PM
Olga Garza	Olga Garza	09/07/2011 03:39 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Rebecca Gomez Started On: 09/07/2011 11:47 AM

Final Approval Date: 09/08/2011

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

PAYMEMO

To: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
Attn: Yolanda Cisneros

From: Lupe Rodriguez
Right of Way Agent

Date: September 7, 2011

Re: Tower Road Improvement Project (Owassa to Souix)
Parcel 1 Corner Clip (Sarah Ellen and Samuel Children Family Partnership, LP)

==========

Commissioner Palacios,

Attached please find a counter offer memo approved June 14, 2011. The amount approved is $ 1,000.00 on the above mentioned project. Please make check payable to **The Sarah Ellen and Samuel Children Family Partnership, LP.**
The account number for this right of way project is :_1-1342-431-00-122-049-0-711

This project was approved January 11, 2011.

Treasure's Office, Please hold check for pick up.

Should you should have any questions or comments, please feel free to contact me at (956) 283-8134.

Thank you.

Approved:_____ Approved:_____
Commissioner Hector "Tito" Palacios Joe N. Peña, ROW Director

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

TO: Commissioner's Court

FROM: Lupe Rodriguez
Right Of Way Agent

DATE: August 31, 2011

RE: Tower Road Corner Clips Project (Owassa Road to Minnesota Road)
Parcel 1 (Sarah Ellen and Samuel Children Family Partnership, LP)

==========

Herschel A. Weisfeld has requested counter on a final amount to be approved. Please consider.

A copy of a hand written request is enclosed.

Thank you.

Appraised Value:	$ 330.00
Amount requested:	$ 1,000.00
Difference;	$ 670.00

Approved; 9/6/11

Not Approved: _____

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

Lupe Rodriguez
Right of Way Agent
Hidalgo County ROW Dept.

Aug 30, 2011

Re: Tower Road Improvement Project (Parcel 1)

Dear Lupe -

Per our conversation and meeting with Joe Pena, we would respectfully request that the county agree to pay $1,000.00 for the property to be acquired which is a proposed net taking of .010 acre of the hard corner clip of the north west corner of Minnesota and Tower Roads which is a portion of land out of a 20.00 acre tract being the South half of Lot 7 Block 49 Alamo Land and Sugar Subdivision.

Respectfully - Herschel A Weisfeld

Herschel A. Weisfeld, President 214.532.0909
Weisfeld Properties, Inc Managing General Partner of
Sara Ellen & Samuel Children's Partnership, L.P.
P.O. Box 191002
Dallas Texas 75219

EXHIBIT "A"

COUNTY: HIDALGO

ENG10.101
January 14, 2011
Page 1 of 3

HIGHWAY: TOWER ROAD

PROJECT LIMITS: NORTHWEST CORNER OF TOWER ROAD AND MINNESOTA ROAD INTERSECTION

FIELD NOTES FOR PARCEL-1

A 1.06-acre tract of land out of a 20.00-acre tract being the South half of Lot Seven (7), Block Forty-Nine (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 20.00-acre tract of land is vested to Sara Ellen and Samuel Childrens Family Partnership, L.P. from Sara Ellen Weisfeld Gerrick, as Independent Executrix of the Estate of Samuel Weisfeld by virtue of a Special Warranty Deed, dated June 30, 1996, recorded in Document No. 538258, Official Records of Hidalgo County, Texas. Said 1.06-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a cotton picker spindle found at the Southeast corner of Lot 7, Block 49, for the Southeast corner and POINT OF BEGINNING of this tract of land;

1. **THENCE**, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 7, Block 49, a distance of 1320.00 feet to a cotton picker spindle found at the Southwest corner of said Lot 7, Block 49 and for the Southwest corner of this tract of land;

2. **THENCE,** North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, Block 49, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the North Right of Way line of Minnesota Road for an exterior corner of this tract of land;

3. **THENCE,** South 81 degrees 28 minutes 09 seconds East, with the North Right of Way line of said Minnesota Road, a distance of 1260.00 feet to a No. 4 rebar found (with a plastic cap stamped DLS) for an interior corner of this tract of land;

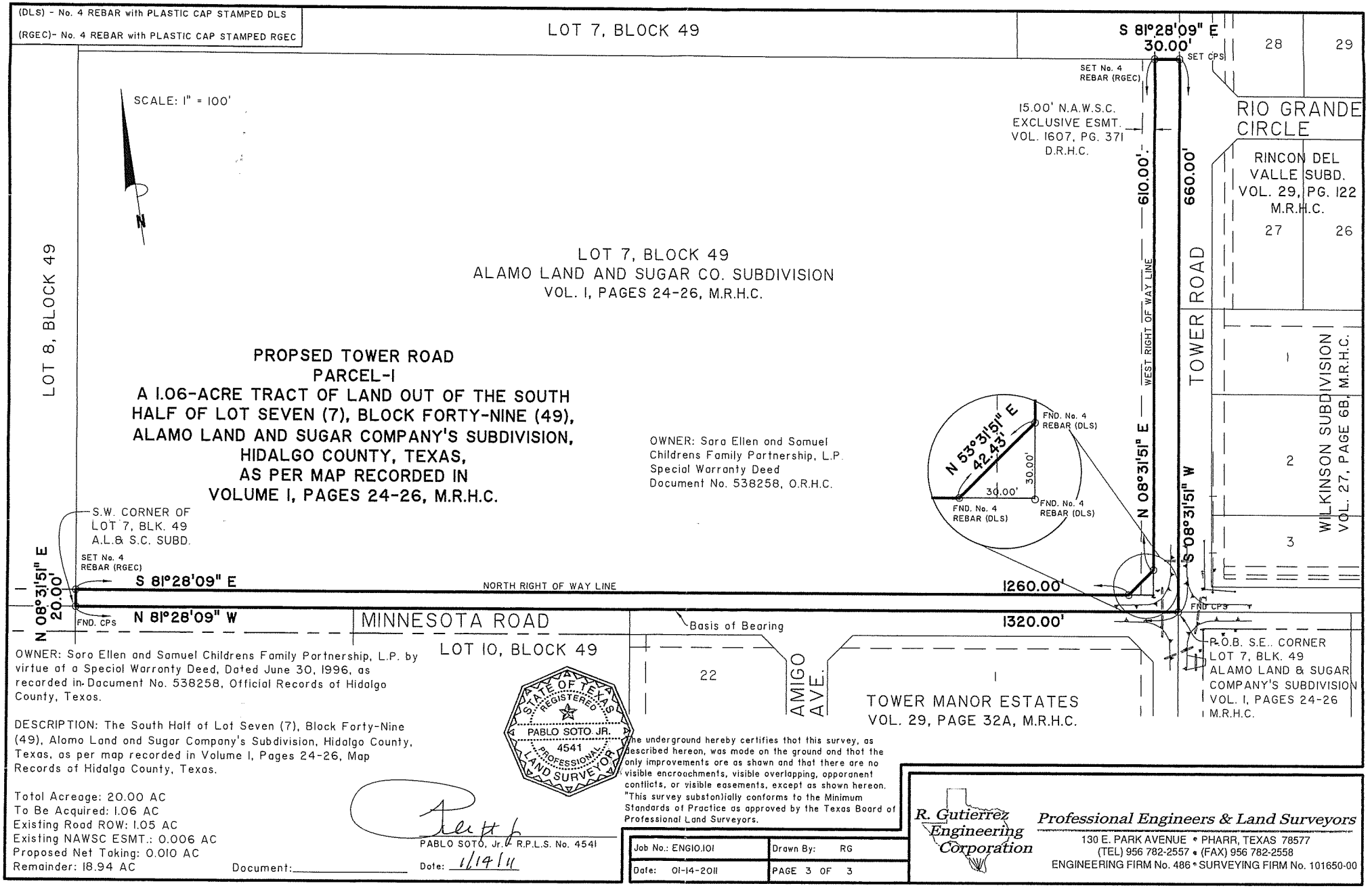
4. **THENCE,** North 53 degrees 31 minutes 51 seconds East, with a corner clip of Tower Road, a distance of 42.43 feet to a No. 4 rebar found (with a plastic cap stamped DLS) for an interior corner of this tract of land;

5. **THENCE,** North 08 degrees 31 minutes 51 seconds East, with the West Right of Way line of Tower Road, a distance of 610.00 to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

6. **THENCE,** South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 7, Block 49, a distance of 30.00 feet to a cotton picker spindle set at the East line of said Lot 7, Block 49, for the Northeast corner of this tract of land;

(DLS) - No. 4 REBAR with PLASTIC CAP STAMPED DLS

(RGEC)- No. 4 REBAR with PLASTIC CAP STAMPED RGEC



OWNER: Soro Ellen and Samuel Childrens Family Partnership, L.P. by virtue of a Special Warranty Deed, Dated June 30, 1996, as recorded in Document No. 538258, Official Records of Hidalgo County, Texas.

DESCRIPTION: The South Half of Lot Seven (7), Block Forty-Nine (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.

Total Acreage: 20.00 AC
To Be Acquired: 1.06 AC
Existing Road ROW: 1.05 AC
Existing NAWSC ESMT.: 0.006 AC
Proposed Net Taking: 0.010 AC
Remainder: 18.94 AC

Document:_____

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements are as shown and that there are no visible encroachments, visible overlapping, apparanent conflicts, or visible easements, except as shown hereon. "This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

PABLO SOTO, Jr. R.P.L.S. No. 4541

Date: 1/14/14

Job No.: ENGI0.101	Drawn By: RG
Date: 01-14-2011	PAGE 3 OF 3

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956 782-2557 • (FAX) 956 782-2558

ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located on the NWC of Tower Road and Minnesota Road, Hidalgo County Texas.
District: NA
Property Owner: Ellen Sara & Samuel Children's Family Partnership LP
ROW CSJ: NA
Address of Property Owner: PO Box 191002, Dallas TX, 75219-8002
Parcel: 1
Occupant's Name: Vacant
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 Ellen Sara & Samuel Children's Family Partnership LP, 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

AI-28440 **19. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Discussion and Possible Action to waive $30 Utility Certificate Fee for Hidalgo County Pct. #4 for the below listed flashing beacons:

Intersection of Trenton Road and Northwest Lopez Dr.

BACKGROUND

Attachments

On Site Inspection Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 02:29 PM
Olga Garza	Olga Garza	09/07/2011 03:44 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Nora Cavazos Started On: 09/07/2011 02:13 PM

Final Approval Date: 09/08/2011

ON-SITE INSPECTION CHECKLIST & CLEARANCE FORM
PLANNING DEPARTMENT

Rev. 03-04-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4
N/A

Application No: _____

Name: HIDALGO COUNTY PCT. #4 Telephone No.: (956) 383-3112 Date: 6/29/2011

Location: INTERSECTION OF TRENTON RD & N.W. LOPEZ DR

Legal Description: _____

Signature of Owner: Joseph Palacios PAD (Person Signing Must be the Name Shown on the Deed or Provide Notarized Affidavit Authorizing Signature on behalf of Owner)

FOR COUNTY USE ONLY

ON-SITE INSPECTION(S) IS/ARE FOR THE FOLLOWING:

[ ] Agricultural Use/Landscaping

[ ] Existing Meter. Requesting Additional Meter

[ ] Platted Lot Prior to 1989

[ ] Individual stating that there was an existing structure.

[X] Other: FLASHING BEACONS

Approved By Environmental Health:	Temporary Service	Final Service	Permit No.
	_____ Authorized Signature	Authorized Signature	Existing Flashing Beacon
Date:	_____	8/31/11	_____

Water Supplier: [ ] North Alamo Water Supply [ ] Sharyland Water Supply [ ] Military Highway Water Supply

[ ] AGUA SUD [ ] Other: _____

MVEC Acct. No.: 251605-014 AEP/ESI No.: N/A

Request is: [ ] Approved [ ] NOT Approved Approved by: _____

Date On-Site Inspection Conducted: 9-1-11

AI-28459 **20. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Joann Gonzalez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to rename road on the East side of FM 1015, South side of Mile 6 1/2 & before approaching Mile 2 1/2 West to Encanto SR for 9-1-1 purposes only.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Encanto SR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 05:01 PM
Manuel Chapa	Manuel Chapa	09/08/2011 09:11 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Joann Gonzalez Started On: 09/07/2011 04:29 PM

Final Approval Date: 09/08/2011

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

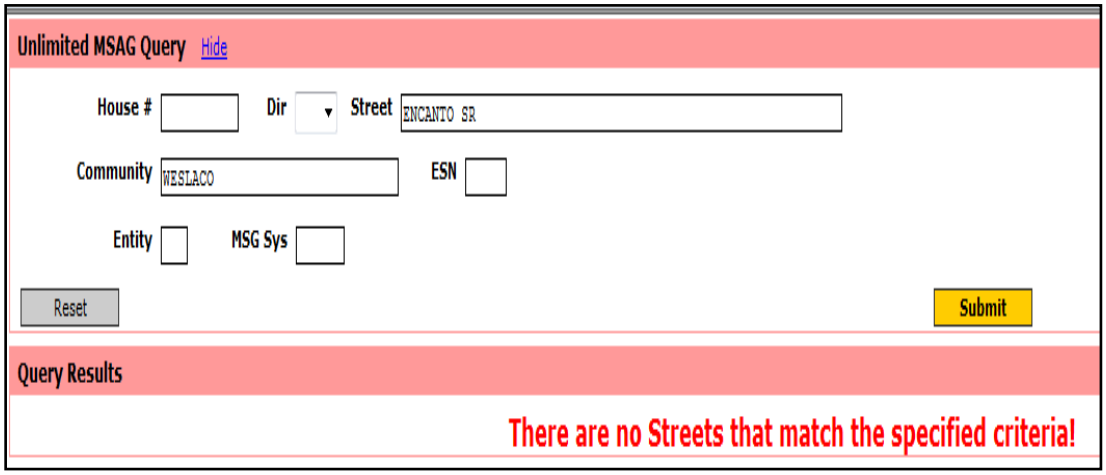
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

September 01, 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: ENCANTO SR** - A private service road on the east side of FM 1015, south side of Mile 6 ½, and before getting to Mile 2 ½ W.

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: September 1, 2011
RESEARCHED BY: Maggie Garza
TITLE: Planner I

AI-28457 **20. B.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Joann Gonzalez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of order of the Commissioners' Court of Hidalgo County authorizing an application for a General Obligation Loan from the State Infrastructure Bank.

BACKGROUND

Fiscal impact cannot be determined at this time; fiscal impact will be determined once negotations to obtain SIB loan are completed based on the terms of the SIB loan agreement.

Attachments

SIB Loan App.

Email

493 resolution

493 interlocal agreement

SIB

TX DOT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/08/2011 08:19 AM
Roland Garcia	Rolando Garcia	09/08/2011 08:45 AM
Olga Garza	Olga Garza	09/08/2011 10:52 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Joann Gonzalez Started On: 09/07/2011 04:15 PM

Final Approval Date: 09/08/2011

L&G Engineering
Transportation Consultants

September 7, 2011

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

RE: FM 493 SIB Loan Application
Limits: From BUS 83 to US 281 (Military Highway)
CSJ: 0863-01-047, etc.

Dear Commissioner Quintanilla,

As per your direction, L&G has prepared the attached State Infrastructure Bank (SIB) Loan application in the amount of $1,625,000. This SIB Loan application is for the cost of Right-of-Way (ROW) acquisition provider services on 130 parcels of land for the FM 493 South project.

In order to finalize this application for submittal to TxDOT, there are a few items that need to be addressed:

1. The County needs to attach a bond rating letter from Moody's, Standard & Poor's, etc... as indicated on the application.
2. L&G has written a resolution, which has been coordinated and approved by the County Attorney, that will have to be passed and approved through Commissioners' Court and then attached to the SIB loan application.
3. L&G has made the assumption that Eddie Gonzalez, Pct. #1 Chief Administrator, will be the primary contact on the application. Please advise if that is not the case and we can revise.
4. L&G has also made the assumption that the Proposed Pledge Source of Repayment will be appropriations from the Road & Bridge fund. Please advise if that is not the case and we can revise.
5. L&G has prepared a preliminary submittal letter to TxDOT, subject to your comments and concurrence.

L&G Engineering stands ready to assist in any way necessary to complete the requirements of this SIB Loan application for submission to TxDOT. If you should have any questions please call me at (956)565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/President

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

Texas Department of Transportation

Form 1960
Revised 9/06

STATE INFRASTRUCTURE BANK (SIB)

Application for Financial Assistance

SECTION I—Applicant Information

Applicant Name:	County of Hidalgo, Texas	Taxpayer FEIN:	746000717
Primary Contact:	Eddy Gonzalez	Contact's Title:	Exec Asst Intergov Relatns
Street Address:	1902 Joe Stephens Ave.	Phone Number:	(956) 968-8733
City, State, Zip	Weslaco, Texas 78596	Fax Number:	(956) 968-1417
Email address:	eduardo.gonzalez@co.hidalgo.tx.us	CSJ Number:	0863-01-047, etc.

SECTION II—Financial Information

Requested Amount of Financial Assistance:	Total Cost of Entire Project: (i.e. right of way, construction, utilities, etc.)
$1,625,000.00	$11,756,125.00
Requested Terms: (including interest rate, number of years, etc.) Minimum Rate, 20 years	Proposed Pledge of Source of Repayment and Priority Claim to those Items: Current/Future Appropriations from Gen. & Road/Bridge

Please include the following as attachments:

- Bond rating letter from Moody's, Standard & Poor's, etc (if applicable).
- City Council or Board of Directors resolution authorizing application and borrowing from the SIB.

SECTION III—Project Information

Brief Description of the Project and Use of funds: ROW Acq Provider Serv (Est. 130 Parcels). Reconstruct FM 493 to a 44' rural section (Ph 1) from Champion St. to US 281 & Overlay from Bus 83 to Champion St.

Type of Project: (check one box)	☑ **Highway Project**	☐ **Transit Project**
	For highway/roadway projects please provide a preliminary design study which includes: • An initial route and potential alignments. • The project's logical termini and independent utility. • The location of all right-of-way, facilities and equipment required to make the project functional. • Revisions or changes to state highway system facilities necessitated by the project. • An Environmental Review of the project if available. • Legal or letter size map of the project.	For transit projects please provide a preliminary scope study which includes: • Preliminary layouts. • Architectural drawings. • Equipment specifications. • Other information necessary to fully describe the project and to comply with all requirements of the Federal Transit Administration.

SECTION IV—Acknowledgment and Certification

I certify that:

I have the authority to request and incur the debt described in this application, and upon award, will enter into contract for repayment of any financial assistance granted by the Texas Department of Transportation's State Infrastructure Bank (SIB).

I have completed the preliminary requirements as specified by the SIB Applicant Handbook, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.

Signature of highest official *Date*

Printed Name *Title, Jurisdiction*

Section II – Financial Information

Estimated Construction Cost:
$6,880,000

Estimated Total ROW Cost (130 parcels, including Map & Acq. Services):
Land Cost = $1,675,000
Relocations = $25,000
Compensable Utilities = $1,121,125
ROW Map = $430,000
ROW Acquisition Provider Services = $1,625,000 (for 130 parcels)

Requested Amount of Financial Assistance for ROW Acquisition Services:
$1,625,000

Total Cost of Entire Project:

Total ROW Cost:	$ 3,755,000
Total Const. Cost:	$ 6,880,000
Total Utility Cost:	$ 1,121,125
Grand Total:	$11,756,125

Section III – Project Information

Highway: FM 493
CSJ: 0863-01-047, etc.

Limits:
From: Business 83
To: US 281 (Military Hwy)

Length:
6.45 Miles

Existing Roadway Section:
Varies between 64 ft. & 32 ft. Roadway

Proposed Roadway Section:
44 ft Rural Roadway (2-12' travel lanes, 2-10' shoulders)

Existing ROW Width:
60 ft – 100 ft (varies)

Proposed ROW Width:
120 ft

Status of Project on the HID. County MPO's MTP:
This project is listed on the approved Hidalgo County Metropolitan Transportation Plan (FY 2011-2035 MTP) MTP #HC-32a, b.

Status of Project on the HID. County MPO's TIP:
This project is listed on the approved Hidalgo County Transportation Improvement Program (FY 2011-2014) for FY 2013 (HC-32a, HC-32b, HC-272).

An Initial Route and Potential Alignments:
The initial route for FM 493 is from Business 83 to US 281 (Military Hwy). The potential alignment has gone through a successful public meeting, following the NEPA process, and the schematic has been approved by TxDOT.

The Project's Logical Termini and Independent Utility:
The project begins at the intersection of Business 83 and FM 493 tying into the existing 64 foot face to face curb and gutter section. This curb and gutter section from Business 83 to Champion Ave will be overlayed. The reconstruction will proceed South from Champion Ave. to US 281 (Military Hwy) which ties into the newly opened Donna/Rio Bravo International Bridge. This corridor will serve as the main thoroughfare for the international truck traffic crossing the Donna/Rio Bravo International Bridge. In addition, the Hidalgo County RMA is developing the

International Bridge Trade Corridor (IBTC) project which will tie into FM 493 about 1.5 miles north of US 281 (Military). This will also serve to develop increased traffic to the corridor.

The location of all Right-of-Way, facilities and equipment required to make the project functional:

An additional 40'-60' of ROW will be required for the proposed section. A best fit alignment was developed to minimize impacts to the community, therefore the proposed ROW needed varies from each side. As a result of the best fit alignment, only one residential impact is estimated.

Revisions or Changes to State Highway System Facilities Necessitated by the Project:

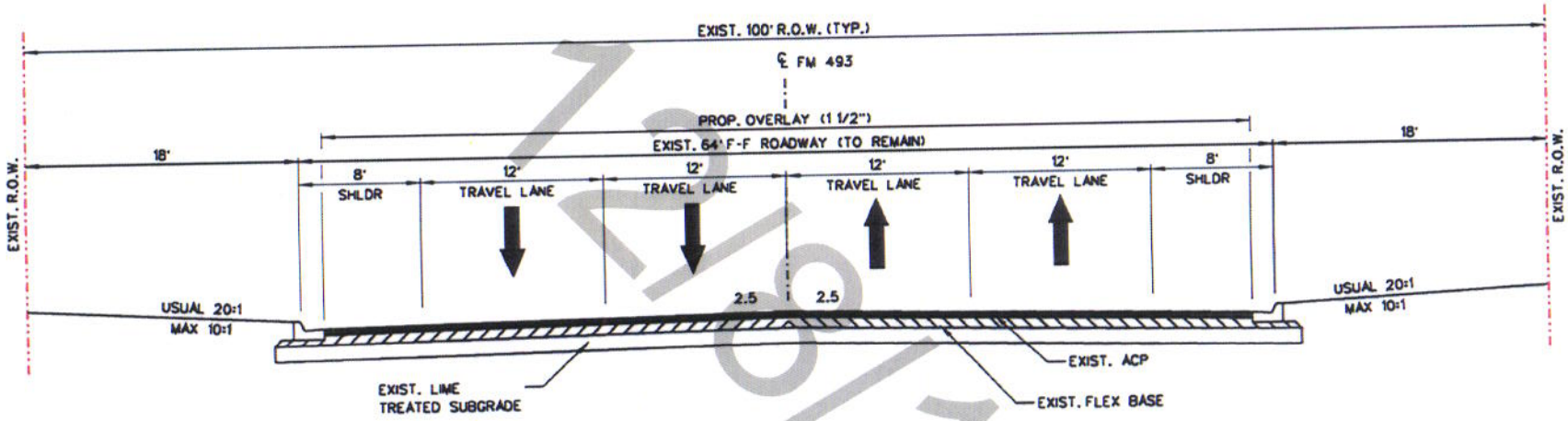
No revisions or changes to State Highway system facilities are proposed.

An Environmental Review of the Project if Available:

The project EA document has been through the TxDOT review process and is at FHWA for the final review. The ultimate typical section would consist of 4-12 ft. wide travel lanes, one 16 ft. wide turn lane, and 2-10 ft. wide shoulders within a proposed 120 ft. of ROW. Due to financial constraints, the initial construction (Phase I) would consist of 2-12 ft. wide travel lanes and 2-10 ft. wide shoulders. A copy of the draft EA document is attached.

Legal or Letter Size Map of the Project:

See attached.



Existing and Proposed Typical Section

12/9/10

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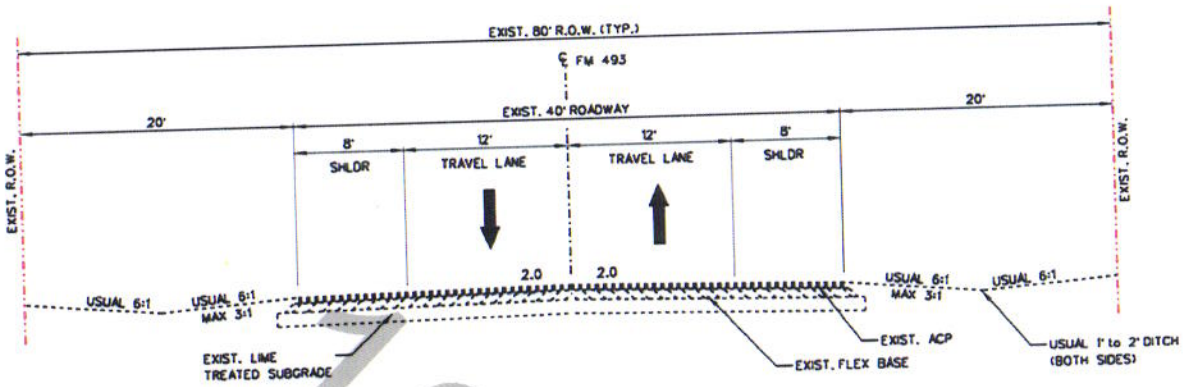
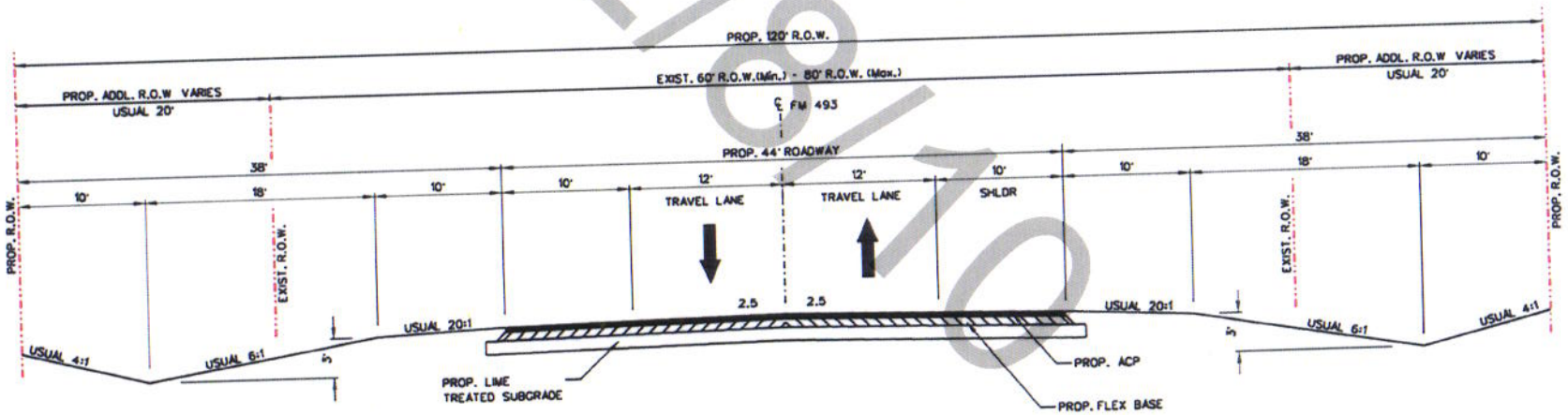
Texas Department of Transportation

L&G Engineering
Transportation Consultants

Figure 2-5
TYPICAL SECTIONS
FROM BUS 83 TO CHAMPION STREET



Existing Typical Section



Proposed Typical Section

12/8/10

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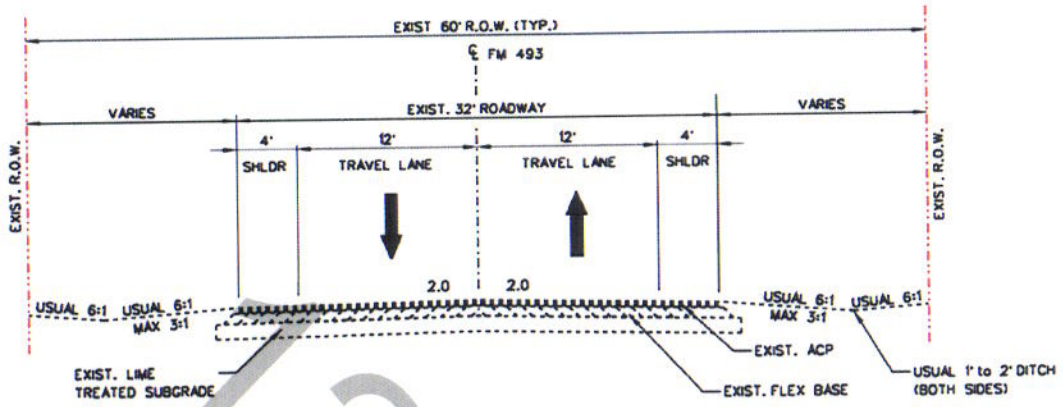
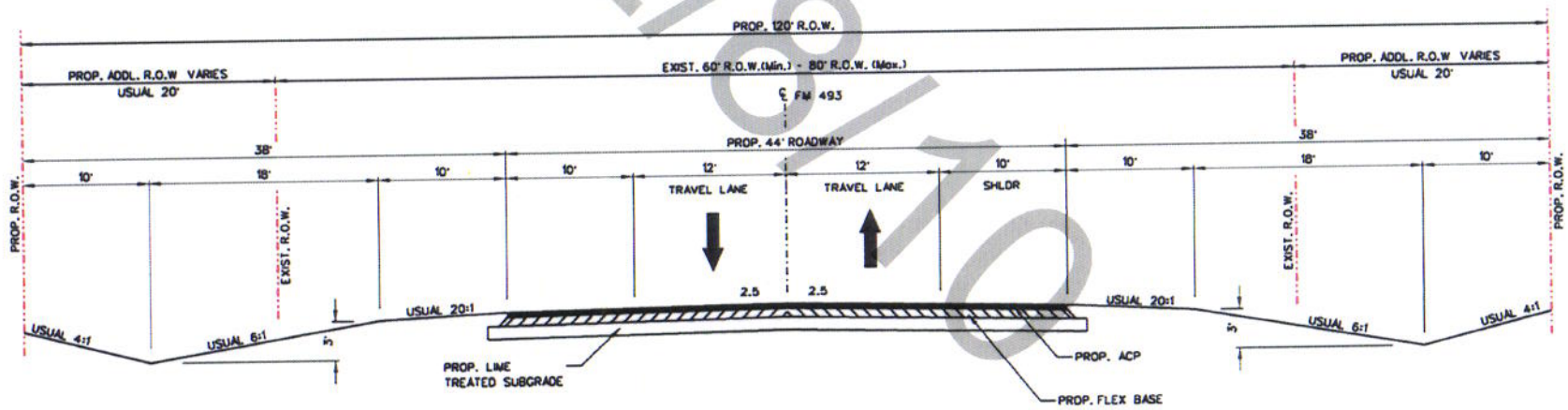
L&G Engineering
Transportation Consultants

Figure 2-6
TYPICAL SECTIONS
FROM CHAMPION ST. TO LA TIERRA RD.



Existing Typical Section



Proposed Typical Section

12/8/10

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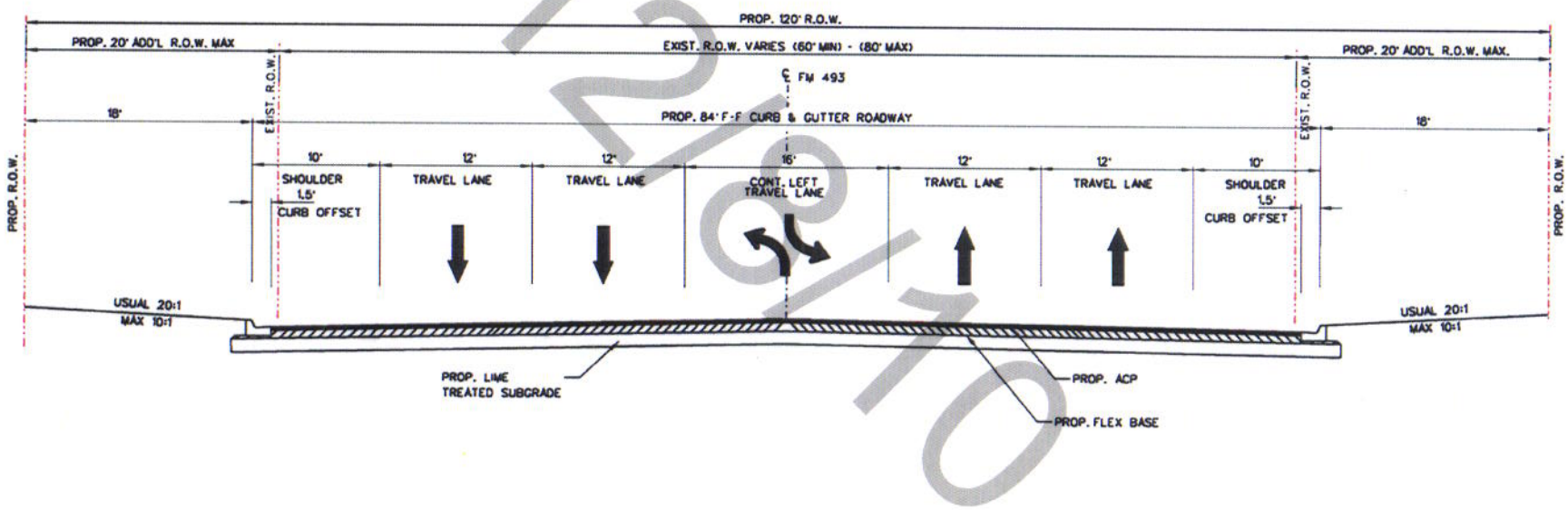
Texas Department of Transportation

L&G Engineering
Transportation Consultants

Figure 2-7
TYPICAL SECTIONS
FROM LA TIERRA RD. TO US 281



Ultimate Typical Section

12/8/10

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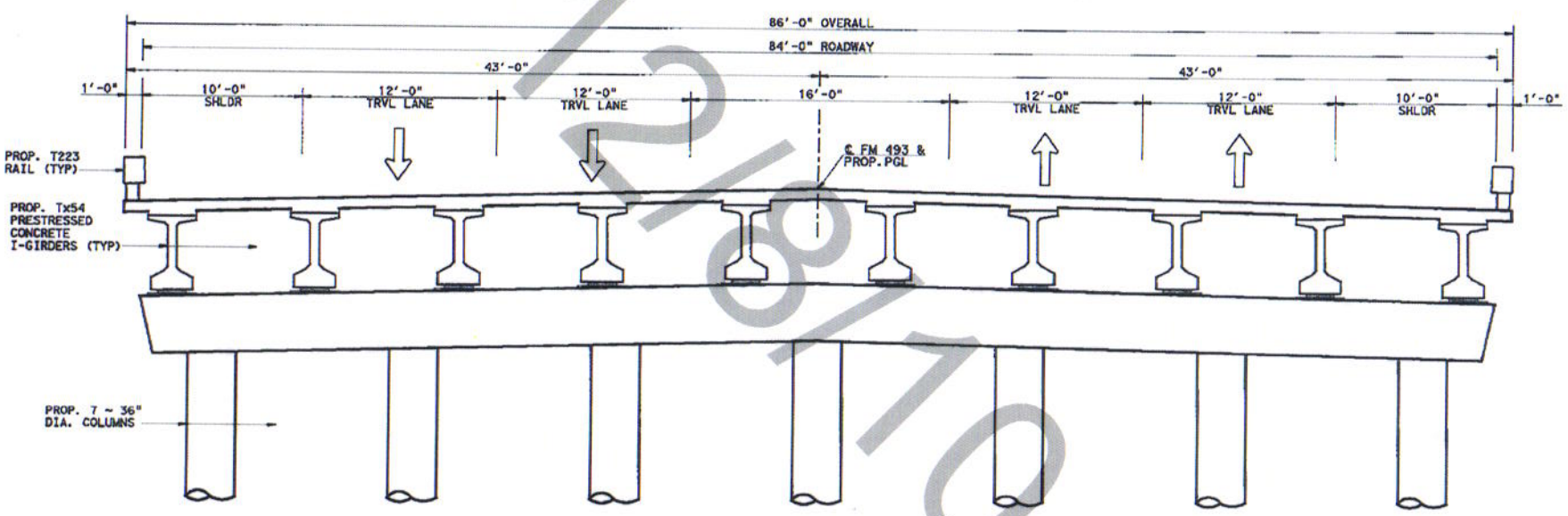
L&G Engineering
Transportation Consultants

Figure 2-8
TYPICAL SECTIONS
FROM CHAMPION STREET TO US 281



12/8/10

Ultimate Bridge Typical Section

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Texas Department of Transportation

L&G Engineering
Transportation Consultants

Figure 2-9
TYPICAL SECTIONS
@ Floodway Bridge

Olga Garza

From: Joann [joann.gonzalez@co.hidalgo.tx.us]
Sent: Thursday, September 08, 2011 9:35 AM
To: sergio.cruz@co.hidalgo.tx.us; 'Noe Montez'
Cc: joel.quintanilla@co.hidalgo.tx.us; eduardo.gonzalez@co.hidalgo.tx.us; 'Martha'; 'Olga Garza'
Subject: FW: FM 493 S, FM 1015, FM 1925 SIB Loan Applications
Attachments: FM 493 RESOLUTION.DOCX

Good morning All,

Attached is the Resolution for the 493 Project. Below is also the email with Mr. Crain's approval for resolution. Please call or email me if you need anything else. Thank you again for all your assistance.

Sincerely,

Joann Gonzalez
Administrative Assistant
Hidalgo County Precinct One
1902 Joe Stephens Ave, Ste. 101
Weslaco, Texas 78596
Phone: 956-973-7815
Fax: 956-973-7853
Email: joann.gonzalez@co.hidalgo.tx.us

Please consider the environment before printing this email

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From: Marie Bustamante [mailto:mbustamante@lgengineers.com]
Sent: Thursday, September 08, 2011 9:16 AM
To: Joann
Subject: FW: FM 493 S, FM 1015, FM 1925 SIB Loan Applications

As discussed, below you will find the communication between L&G and Mr. Crain in regards to the FM 493, FM 1015 Resolutions.

Sincerely,

Marie Bustamante
Executive Administrative Assistant

L&G Engineering
Transportation Consultants

2100 W. Expressway 83
Mercedes, Texas 78570
Office (956) 565-9813
Fax (956) 565-9018

www.LGEngineers.com

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, April 07, 2011 4:34 PM
To: Marie Bustamante
Subject: RE: FM 493 S, FM 1015, FM 1925 SIB Loan Applications

The 493 order is OK.

From: Marie Bustamante [mailto:mbustamante@lgengineers.com]
Sent: Thursday, April 07, 2011 4:08 PM
To: Steve Crain
Subject: FW: FM 493 S, FM 1015, FM 1925 SIB Loan Applications

Please approve the FM 493 Order.

From: Robert Macheska
Sent: Thursday, April 07, 2011 3:56 PM
To: Marie Bustamante
Cc: Behrooz Badiozzamani
Subject: RE: FM 493 S, FM 1015, FM 1925 SIB Loan Applications

Here you go Marie, as requested by Mr. Crain...

From: Marie Bustamante
Sent: Thursday, April 07, 2011 1:13 PM
To: Robert Macheska
Cc: Behrooz Badiozzamani
Subject: FW: FM 493 S, FM 1015, FM 1925 SIB Loan Applications

As per Steve Crain's directive, please revise the FM 493 S Order as well.....

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, April 07, 2011 12:26 PM
To: Marie Bustamante
Subject: RE: FM 493 S, FM 1015, FM 1925 SIB Loan Applications

All of the Orders for SIB loan application must be in the same format with the same revisions as the 1015 order.

ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY AUTHORIZING AN APPLICATION FOR A GENERAL OBLIGATION LOAN FROM THE STATE INFRASTRUCTURE BANK

STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS; the County of Hidalgo, entered into an agreement with the Texas Department of Transportation (TxDOT) on September 14, 2010 to pay for the cost of Right-of-Way Acquisition Provider Services as well as 1.2% of the land cost and compensable utilities and TxDOT will pay 98.8% of the land cost and compensable utilities for FM 493 (CSJ: 0863-01-047, etc.); and

WHEREAS; the State of Texas proposes to widen and reconstruct FM 493 from Champion Street to US 281 (Military Highway) from an existing section which varies from a 28' to 40' rural roadway to a 44' rural roadway providing for two 12' lanes and two 10' shoulders; and

WHEREAS, an additional 40' to 60' feet of right of way will be needed at various locations along FM 493 to construct the two lane and shoulders facility; and

WHEREAS, the cost of such acquisition provider services for 130 parcels of land is estimated at $1,625,000, to be paid for by the County; and

WHEREAS, the County expects to gain approximately $6.8 million of roadway construction as well as $2.8 million of ROW land cost from TxDOT for the project; and

WHEREAS, the $1.625 million required for ROW acquisition provider services is an unexpected expense that could not have been reasonably foreseen; thus not included in the budget; and

WHEREAS, the State of Texas provides a State Infrastructure Bank (SIB) which is a revolving loan program to assist eligible applicants to access financial assistance for transportation projects;

NOW, THEREFORE BE IT RESOLVED that Hidalgo County, Precinct No. 1 is authorized to prepare, sign and file an application for a general obligation loan from the State Infrastructure Bank in the amount of $1,625,000 for the sole purpose of paying the ROW acquisition provider services cost on FM 493 from Champion Street to US 281 (Military Highway).

BE IT FURTHER RESOLVED that this Order and the execution of a general obligation loan is subject to the execution by the Texas Transportation Commission of project agreements for FM 493 from Champion St. to US 281 (Military Highway).

PASSED, APPROVED and ORDERED at a regular meeting of the Hidalgo County Commissioners' Court, Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the _____day of _____, 2011.

COUNTY OF HIDALGO COMMISSIONERS' COURT

_____
Ramon Garcia, Hidalgo County Judge

_____ _____
Joel Quintanilla, Commissioner, Pct. 1 Joe Flores, Commissioner, Pct. 3

_____ _____
Hector "Tito" Palacios, Commissioner Pct.2 Joseph Palacios, Commissioner, Pct. 4

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

_____
Hidalgo County Attorney, Steve Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT AND RESTATMENT OF THAT CERTAIN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF DONNA, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FARM TO MARKET ROAD 493 FROM CHAMPION STREET SOUTH OF U.S. HIGHWAY 281

THIS agreement is made on this the _____ day of _____, 20__ by and between the CITY OF DONNA,TEXAS, hereinafter referred to as the City and the COUNTY OF HIDALGO, Texas hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas; WHEREAS, the County is a county in the State of Texas;

WHEREAS, on or about June 8, 2009, the City of Donna ("City") and Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement (the "Agreement") regarding certain road improvements to Farm to Market Road 493 from Champion Street, south to U.S. Highway 281 (the "Road"), a section which is in part within the city limits of City and in part within County jurisdiction;

WHEREAS, the Texas Department of Transportation (TxDOT) has deemed it necessary to make certain highway improvements to the Road;

WHEREAS, the City has been designated by TxDOT as eligible entity to receive reimbursement for work related to the Project within the city limits;

WHEREAS, the County has been designated by TxDOT an eligible entity to receive reimbursements for work related to the Road with the county limits;

WHEREAS, the County and the City desire to cooperate in the improvements required to complete the Road which will include the acquisition of certain Right-of-Way (ROW);

WHEREAS, by virtue of TxDOT Minute Order 111487 issued on August 28, 2008, TxDOT granted the City a reduction in the required local match for eligible expenses under the Economically Disadvantaged County Program (EDCP);

WHEREAS, by virtue of TxDOT Minute Order 112018 Issued on October 29, 2009, TxDOT granted the County a reduction in the required local match for eligible expenses under the Economically Disadvantaged County Program (EDCP);

WHEREAS, the County and City 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 and services under the terms of the Act;

WHEREAS, with the addition of the Donna/Rio Bravo International Bridge and the increase in traffic volumes anticipated, it is imperative that the Road be improved; therefore, the City in coordination with TxDOT have agreed to utilize the $5,000,000.00 in federal funds that were originally designated to construct an overpass at US 281/FM 493 intersection;

WHEREAS, Donna agrees to support the proposition that the County incurs all preliminary engineering costs associated with the development of the Road within the city limits.

NOW, THEREFORE, County and Donna, in consideration of the mutual covenants expressed hereinafter, agree to amend and restate the Original Agreement in its entirety and the Original Agreement is superseded by the terms of the restated agreement as follows:

1. The County agrees to undertake the acquisition of right-of-way for the Road within the city limits of the City, including but not limited to, compensible utilities and utility relocation required, title reports, title policies, appraisals, recording fees, closing costs, and cost of land and condemnation.

2. The Road at various points, passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. County agrees to invoice the City for all expenses incurred on the City's behalf for the Road for work performed within the city limits. City agrees to make such payment to County within thirty (30) days of receipt of invoices. County will not request reimbursement from the City for costs incurred by County pursuant to County's engineering Contract No. C-08-417-12-09.

4. TxDOT will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Road as described herein.

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

6. Conflict of Applicable Law: Nothing in this Agreement shall be construed so

as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

8. 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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

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

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

If to City: City of Donna
Attention: David S. Simmons, Mayor 307 S. 12th Street
Donna, Texas 78537

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joel Quintanilla, Commissioner, Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

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

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

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

14. Assignment: This Agreement shall not be assignable.

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

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

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

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

19. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice

to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

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

CITY OF DONNA

By: _____
Hon. David S. Simmons, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

Approved by Commissioners' Court on 1/25/11 RO

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Farm to Market Road 493 from Champion Street, South to U.S. Highway 281 (the "Road"), a section which is in part within the city limits of City and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Donna, Texas, and Hidalgo County.

By vote on Jan. 25 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

Approved by Commissioners' Court
on 1/25/11 RG

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

MEMORANDUM

Texas Department of Transportation

TO: 850 File, CRM Project file

District: Pharr
County: Hidalgo
CSJ#: 0863-01-047
Highway: FM 493
Project Limits: Champion Avenue to Military Highway
Project Description: Stipulation VI, Appendix 4, Widening and reconstruction to 4 lane urban section with new bridge, 32 acres of new ROW, No historic resources present and no potential for adverse effect.

FROM: Summer Chandler **DATE:** November 3, 2010

SUBJECT: Internal review under the Programmatic Agreement (PA-TU) among the Federal Highway Administration, Texas State Historic Preservation Officer, Advisory Council on Historic Preservation, and the Texas Department of Transportation; and the Memorandum of Understanding (MOU) between the Texas Historical Commission and the Texas Department of Transportation

Existing Conditions:

Currently, the existing roadway from Champion Avenue to La Tierra Road has two twelve foot wide travel lanes and two eight foot wide shoulder with eighty feet of right-of-way (ROW). The existing roadway from La Tierra Road to US 281 consists of two twelve foot wide travel lanes and two four foot wide shoulders with sixty feet of ROW.

Proposed Project:

The ultimate typical section would consist of four twelve foot wide travel lanes, one sixteen foot wide turn lane, and two ten foot wide shoulders within a proposed 120 feet of ROW. The total length of the proposed project is approximately 5.9 miles. Approximately 32 acres of new ROW would be required for the proposed improvements, with a total ROW width of 120 feet (see report aerials with existing and proposed ROW).

Stipulation VI, Appendix 4:

A review of the National Register of Historic Places (NRHP) the list of State Archeological Landmarks (SAL), and the list of Recorded Texas Historic Landmarks (RTHL) indicated that no historically significant resources have been previously documented within the area of potential effects (APE). It has been determined through consultation with the State Historic Preservation Officer (SHPO) that the APE for the proposed project is 150 feet from the proposed ROW. Based on reconnaissance survey and staff evaluation, it was determined that a historic district is not present in the project area. In addition, there are no Official State Historical Markers (OSHM) in the APE.

Reconnaissance survey determined that there are 13 historic-age properties with 41 historic-age resources in the APE. These properties include: 2 Agricultural (Resources 1a-1q and 12a-12b), 9 Domestic (Resources 2a-b, 4a-b, 5a-c, 6a-c, 7a-b, 8a-c, 9a-b, 10a-c, and 11), 1 Religious (Resource 3), and 1 Transportation (Resource 13). The agricultural properties consist of the Donna Irrigation District Hidalgo County No. 1 and earthen berm levees. The Donna district was determined not eligible as a whole by TxDOT in August 2008 under CSJ 0342-01-074 and the THC concurred. Although individual

AI-28499 **20. C.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Commissioner Joel Quintanilla **Submitted By:** Noe Montes, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of order of the Commissioners' Court of Hidalgo County authorizing an application for a General Obligation Loan from the State Infrastructure Bank for FM 1015.

BACKGROUND

Fiscal impact cannot be determined at this time; fiscal impact will be determined once negotiations to obtain SIB Loan are completed based on the terms of the SIB Loan Agreement.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact cannot be determined at this time; fiscal impact will be determined once negotiations to obtain SIB Loan are completed based on the terms of the SIB Loan Agreement.

Attachments

SIB loan

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/09/2011 10:45 AM
Manuel Chapa	Manuel Chapa	09/09/2011 11:50 AM
Budget & Management	Merlen P. Munoz	09/09/2011 10:45 AM
Manuel Chapa	Manuel Chapa	09/09/2011 11:50 AM
Auditor's Office		
Purchasing Department		

Form Started By: Noe Montes Started On: 09/09/2011 10:08 AM

L&G Engineering
Transportation Consultants

September 7, 2011

The Honorable Joel Quintanilla
Hidalgo County Commissioner, Pct. No. 1
1902 Joe Stephens
Weslaco, Texas 78596

RE: FM 1015 SIB Application
Limits: From Mile 12 to SH 107

Dear Commissioner Quintanilla,

As per your direction, L&G has prepared the attached State Infrastructure Bank (SIB) Loan application in the amount of $490,400. This SIB Loan application is to develop all preliminary engineering tasks that are required to advance the status of project development on FM 1015 from Mile 12 to SH 107.

In order to finalize this application for submittal to the Texas Department of Transportation (TxDOT), there are a few items that need to be addressed:

1. The County needs to attach a bond rating letter from Moody's, Standard & Poor's, etc. as indicated on the application.
2. L&G has written a draft resolution that, after the approval of the County Attorney, will have to be passed and approved through Commissioner's Court and then attached to the SIB application.
3. L&G has also made the assumption that the Proposed Pledge Source of Repayment will be appropriations from the Road & Bridge fund. Please advise if that is not the case and we can revise.
4. L&G has prepared a preliminary submittal letter to TxDOT, subject to your comments and concurrence.

L&G Engineering stands ready to assist in any way necessary to complete the requirements of this SIB Loan application for submission to TxDOT. If you should have any questions please feel free to call me at (956)565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/President

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9015
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Texas Department of Transportation

Form 1960
Revised 9/06

STATE INFRASTRUCTURE BANK (SIB)

Application for Financial Assistance

SECTION I—Applicant Information

Applicant Name:	County of Hidalgo, Texas	Taxpayer FEIN:	746000717
Primary Contact:	Eddy Gonzalez	Contact's Title:	Exec Asst Intergov Relatns
Street Address:	1902 Joe Stephens Ave.	Phone Number:	(956) 968-8733
City, State, Zip	Weslaco, Texas 78596	Fax Number:	(956) 968-1417
Email address:	eduardo.gonzalez@co.hidalgo.tx.us	CSJ Number:	

SECTION II—Financial Information

Requested Amount of Financial Assistance: $490,400.00	Total Cost of Entire Project: (i.e. right of way, construction, utilities, etc.) $19,195,700.00
Requested Terms: (including interest rate, number of years, etc.) Minimum Rate, 20 Years	Proposed Pledge of Source of Repayment and Priority Claim to those Items: Current/Future Appropriations from Gen. & Road/Bridge

Please include the following as attachments:

- Bond rating letter from Moody's, Standard & Poor's, etc (if applicable).
- City Council or Board of Directors resolution authorizing application and borrowing from the SIB.

SECTION III—Project Information

Brief Description of the Project and Use of funds: Funds to be used for the development of prelim eng of FM 1015

Reconstruct FM 1015 to a 4-lane curb & gutter section from Mile 12 to SH 107

Type of Project: (check one box)	☑ **Highway Project**	☐ **Transit Project**
	For highway/roadway projects please provide a preliminary design study which includes: • An initial route and potential alignments. • The project's logical termini and independent utility. • The location of all right-of-way, facilities and equipment required to make the project functional. • Revisions or changes to state highway system facilities necessitated by the project. • An Environmental Review of the project if available. • Legal or letter size map of the project.	For transit projects please provide a preliminary scope study which includes: • Preliminary layouts. • Architectural drawings. • Equipment specifications. • Other information necessary to fully describe the project and to comply with all requirements of the Federal Transit Administration.

SECTION IV—Acknowledgment and Certification

I certify that:

I have the authority to request and incur the debt described in this application, and upon award, will enter into contract for repayment of any financial assistance granted by the Texas Department of Transportation's State Infrastructure Bank (SIB).

I have completed the preliminary requirements as specified by the SIB Applicant Handbook, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.

Signature of highest official *Date*

Printed Name *Title, Jurisdiction*

Section II – Financial Information

Estimated Construction Cost:
$14,400,000

Estimated Construction Inspection & Management Cost:
$1,692,000

Estimated ROW Cost (28 parcels, including Land Cost, Comp. Utilities & Acq. Services):

Land Cost =	$604,800
Compensable Utilities =	$81,000
Utility Coordination =	$108,000
ROW Acquisition Provider Services =	$350,000
Total Estimated ROW Cost:	$1,143,800

Estimated PS&E Development Cost (Includes ROW Mapping & Utility Management):
$1,469,500

Project Development Cost Breakdown:

Schematics & Hydrologic Map =	$290,400
Surveying for Schematic (Prelim ROW mapping; H&V Control) =	$60,000
Environmental Assessment (includes Historical & Arch.) =	$120,000
Public Involvement (Tech Support for TxDOT; 1 Public Mtg & 1 Public Hearing) =	$20,000
Total Project Development Cost:	**$490,400**

Requested Amount of Financial Assistance for Project Development:
$490,400

Total Cost of Entire Project:
Total Construction Cost: $14,400,000
Total Inspection/Management Cost: $1,692,000
Total ROW Cost: $1,143,800
Total PS&E Cost: $1,469,500
Total Project Development Cost: $490,400
Grand Total: $19,195,700

Section III – Project Information

Highway: **FM 1015**
CSJ: Pending

Limits:
From: Mile 12
To: SH 107

Length:
4.50 Miles

Existing Roadway Section:
40 ft. Rural Roadway

Proposed Roadway Section:
64 ft Curb & Gutter Roadway (2-12' travel lanes, 2-13.5' travel lanes, 1-13' cont left turn lane)

Existing ROW Width:
80 ft (usual)

Proposed ROW Width:
80 ft - 100 ft (varies)

Status of Project on the HID. County MPO's MTP:
This project is listed on the approved Hidalgo County Metropolitan Transportation Plan (FY 2011-2035 MTP) MTP #HC-2.

Status of Project on the HID. County MPO's TIP:
This project is currently not listed on the Hidalgo County Transportation Improvement Program (FY 2011-2014).

An Initial Route and Potential Alignments:
The initial route for FM 1015 is from Mile 12 to SH 107. The potential alignment will follow the same alignment as the existing one.

The Project's Logical Termini and Independent Utility:
The project begins at the intersection of Mile 12 and FM 1015 tying into the existing 84 foot face to face curb and gutter section. The reconstruction will proceed North from Mile 12 to SH 107. This section of the corridor will serve as the main thoroughfare through the City of Edcouch. The rest of the corridor has already been upgraded from US 281 (at the Progresso Int'l Bridge) to Mile 12.

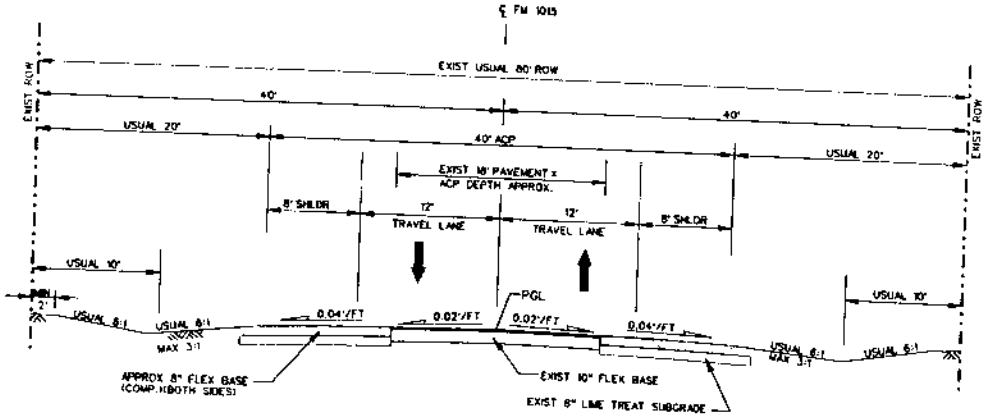
The location of all Right-of-Way, facilities and equipment required to make the project functional:

An additional 20' of ROW will be required for right turn lanes at intersections with major roadways. All other reconstruction will take place within the existing 80' of ROW.

Revisions or Changes to State Highway System Facilities Necessitated by the Project:
No revisions or changes to State Highway system facilities are proposed.

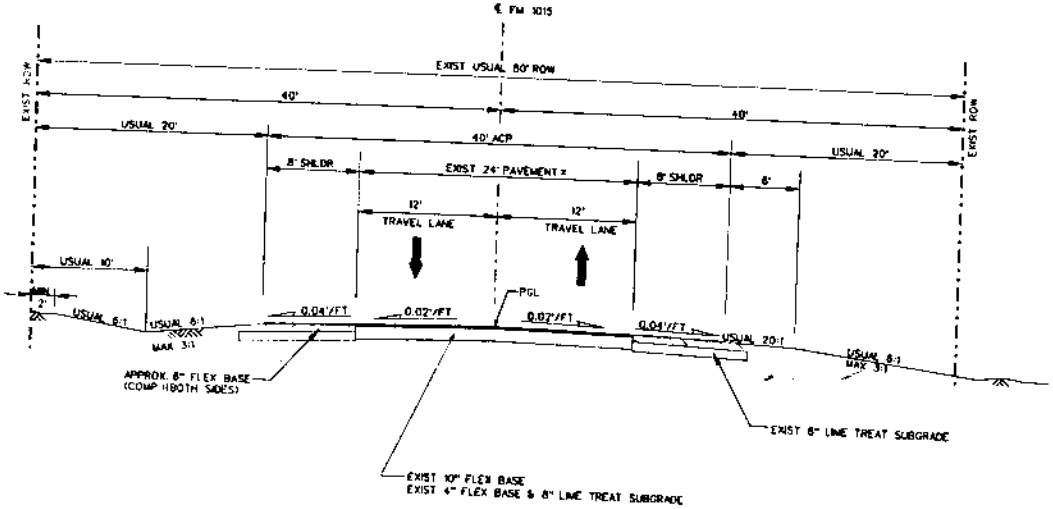
An Environmental Review of the Project if Available:
No environmental document has been prepared at this time. Part of the funds requested with this SIB Loan application will be the utilized for the preparation of the EA document.

Legal or Letter Size Map of the Project:
See attached.



FM 1015
EXISTING TYPICAL SECTION

NOTE: TRANSITION FROM SECTION XX+XX TO STA XX+XX



FM 1015
EXISTING TYPICAL SECTION

Texas Department of Transportation

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing
Firm Number: F-6146

FM 1015
EXISTING TYPICAL SECTION

SCALE: NTS

SHT 1 OF 3

GENERAL NOTES:

WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS, THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

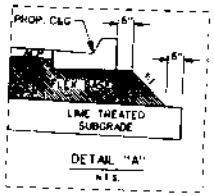
THE TOP 4 in. (MIN.) OF THE PROPOSED FLEX. BASE SHALL BE NEW MATERIAL.

WHERE POSSIBLE AND UNLESS OTHERWISE DIRECTED BY THE ENGINEER, PERMISSIBLE CONSTR. JOINTS SHALL FALL ON STRIPING LINES AS SHOWN ON STRIPING DETAILS.

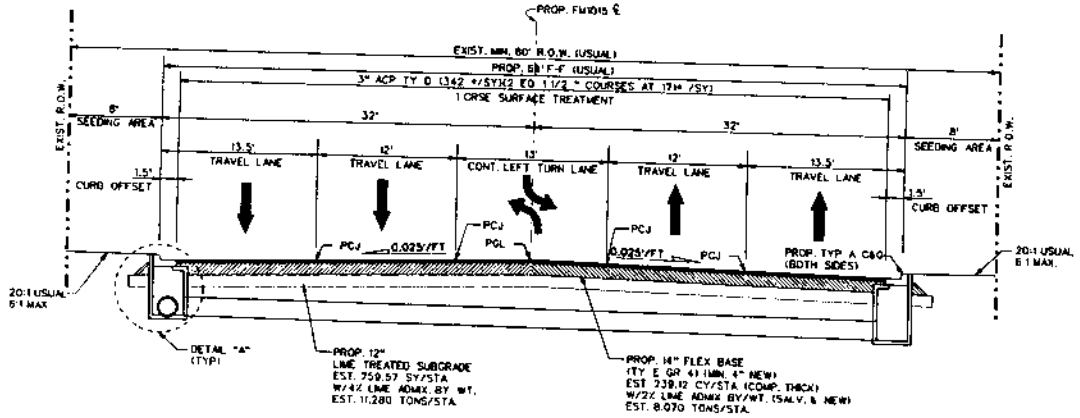
ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS

114#/SY OF ACP IS EQUIVALENT TO 1" DEPTH OF ACP.

(A) EXIST. ACP AND FLEX BASE SHALL BE SCARIFIED, SALVAGED, AND REPLACED UNDER ITEM 251.



DETAIL "A"
N.T.S.



FM 1015
PROPOSED 64' F-F TYPICAL SECTION (80' EXIST ROW)
FROM MILE 12 TO SH 107

© 2011

Texas Department of Transportation

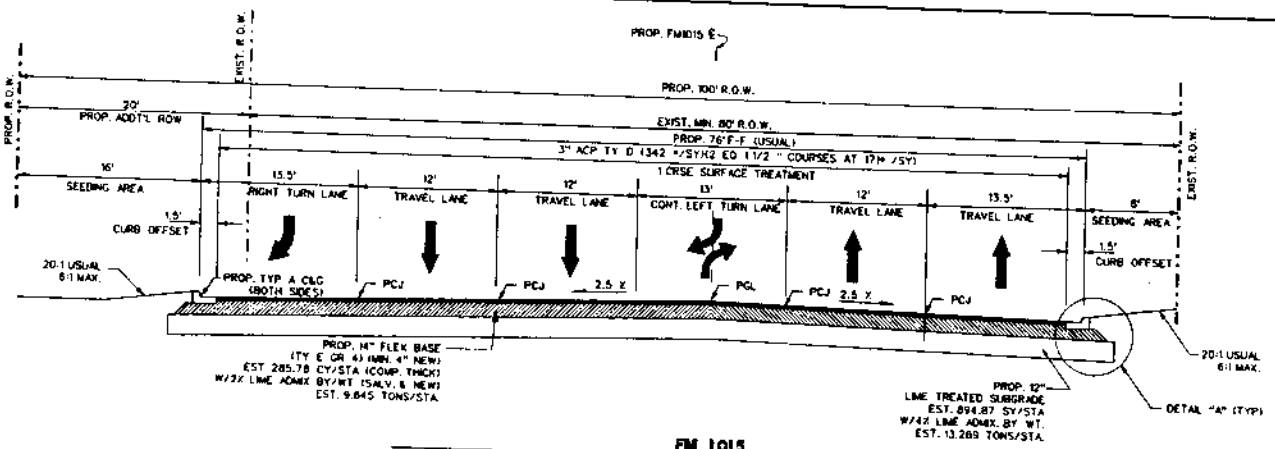
L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing
Firm Number: F-4106
2400 W. Spritzweg #3
Edinburg, TX. 78539
Phone : (956) 000-0000
Fax : (956) 000-0000

FM 1015
PROPOSED TYPICAL SECTIONS

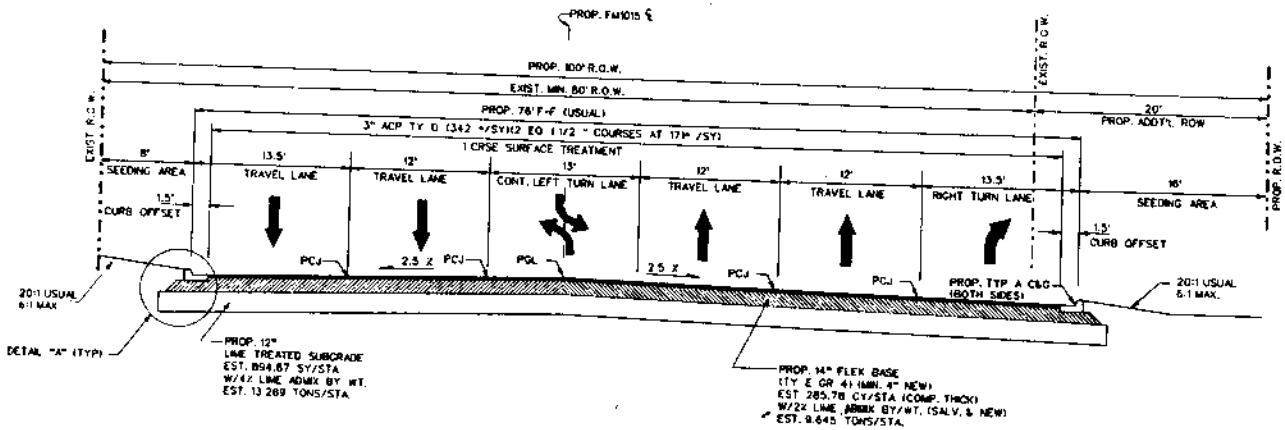
SCALE: 1" = 10'

SHT 2 OF 3

DIST	COUNTY	CONTROL	SECT	JOB	HIGHWAY
6	HID				FM 1015



FM 1015
PROPOSED RIGHT TURN LANE SECTION (EAST SIDE OF INTERSECTION)
AT INTERSECTIONS WITH MAJOR ROADWAYS



FM 1015
PROPOSED RIGHT TURN LANE SECTION (WEST SIDE OF INTERSECTION)
AT INTERSECTIONS WITH MAJOR ROADWAYS

GENERAL NOTES:

WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS, THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

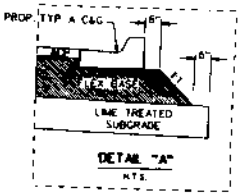
THE TOP 6 in. (MIN.) OF THE PROPOSED FLEX. BASE SHALL BE NEW MATERIAL.

WHERE POSSIBLE AND UNLESS OTHERWISE DIRECTED BY THE ENGINEER, PERMISSIBLE CONSTR. JOINTS SHALL FALL ON STRIPING LINES AS SHOWN ON STRIPING DETAILS.

ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS.

116#/SY OF ACP IS EQUIVALENT TO 1" DEPTH OF ACP.

(•) EXIST. ACP AND FLEX BASE SHALL BE SCARIFIED, SALVAGED, AND REPLACED UNDER ITEM 251.



DETAIL "A"
N.T.S.

© 20[illegible]

Texas Department of Transportation

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing
Firm Number: F-4106
[illegible] Abilene, TX. 79[illegible]
Phone : (325) 6[illegible]
Fax : (325) 6[illegible]

FM 1015
PROPOSED RIGHT TURN LANES TYPICAL SECTIONS

SCALE: 1" = 10'

SHT 1 OF 3

DIST	COUNTY	CONTROL	SECTION	JOB	SHEET NO.
6	TEXAS	STP	1	THES	FM 1015
17TH	HIDALGO	[illegible]	[illegible]	[illegible]	[illegible]

ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY AUTHORIZING AN APPLICATION FOR A GENERAL OBLIGATION LOAN FROM THE STATE INFRASTRUCTURE BANK

STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS; FM 1015 from US 83 expressway North to SH 107 is an important and critical infrastructure corridor within Hidalgo County; and

WHEREAS; the Texas Department of Transportation (TxDOT) in coordination and cooperation with Hidalgo County and the Hidalgo County Metropolitan Planning Organization (HCMPO) have been able to expand this corridor to a four lane facility from US 83 expressway to Mile 12; however, due to limited available State and Federal funds, the development of this critical corridor from Mile 12 to SH 107 is being delayed; and

WHEREAS; the State of Texas and the HCMPO have identified the need to widen and reconstruct FM 1015 from Mile 12 to SH 107 from an existing two-lane rural roadway to a four-lane divided facility; and

WHEREAS, the County is planning to complete the Phase I preliminary engineering tasks required to bring the status of this corridor closer to "shovel ready" so when construction funds do become available, the projects are ready to go to construction; and

WHEREAS, the cost for the development of the schematics, public involvement, and environmental document is estimated at $490,400, to be paid for by the County; and

WHEREAS, the $490,400 is an expense that at this time cannot be provided by the County; and

WHEREAS, the State of Texas provides a State Infrastructure Bank (SIB) which is a revolving loan program to assist eligible applicants to access financial assistance for transportation projects;

NOW, THEREFORE BE IT RESOLVED that Hidalgo County, Precinct No. 1 is authorized to prepare, sign and file an application for a general obligation loan from the State Infrastructure Bank in the amount of $490,400 for the sole purpose of paying the cost for the development of the schematics, public involvement, and environmental document on FM 1015 from Mile 12 to SH 107; and

BE IT FURTHER RESOLVED that this Order and the execution of a general obligation loan is subject to the execution by the Texas Transportation Commission of project agreements for FM 1015 from Mile 12 to SH 107.

PASSED, APPROVED and ORDERED at a regular meeting of the Hidalgo County Commissioners' Court, Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the _____day of _____, 2011.

COUNTY OF HIDALGO COMMISSIONERS' COURT

_____
Ramon Garcia, Hidalgo County Judge

_____
Joel Quintanilla, Commissioner, Pct. 1

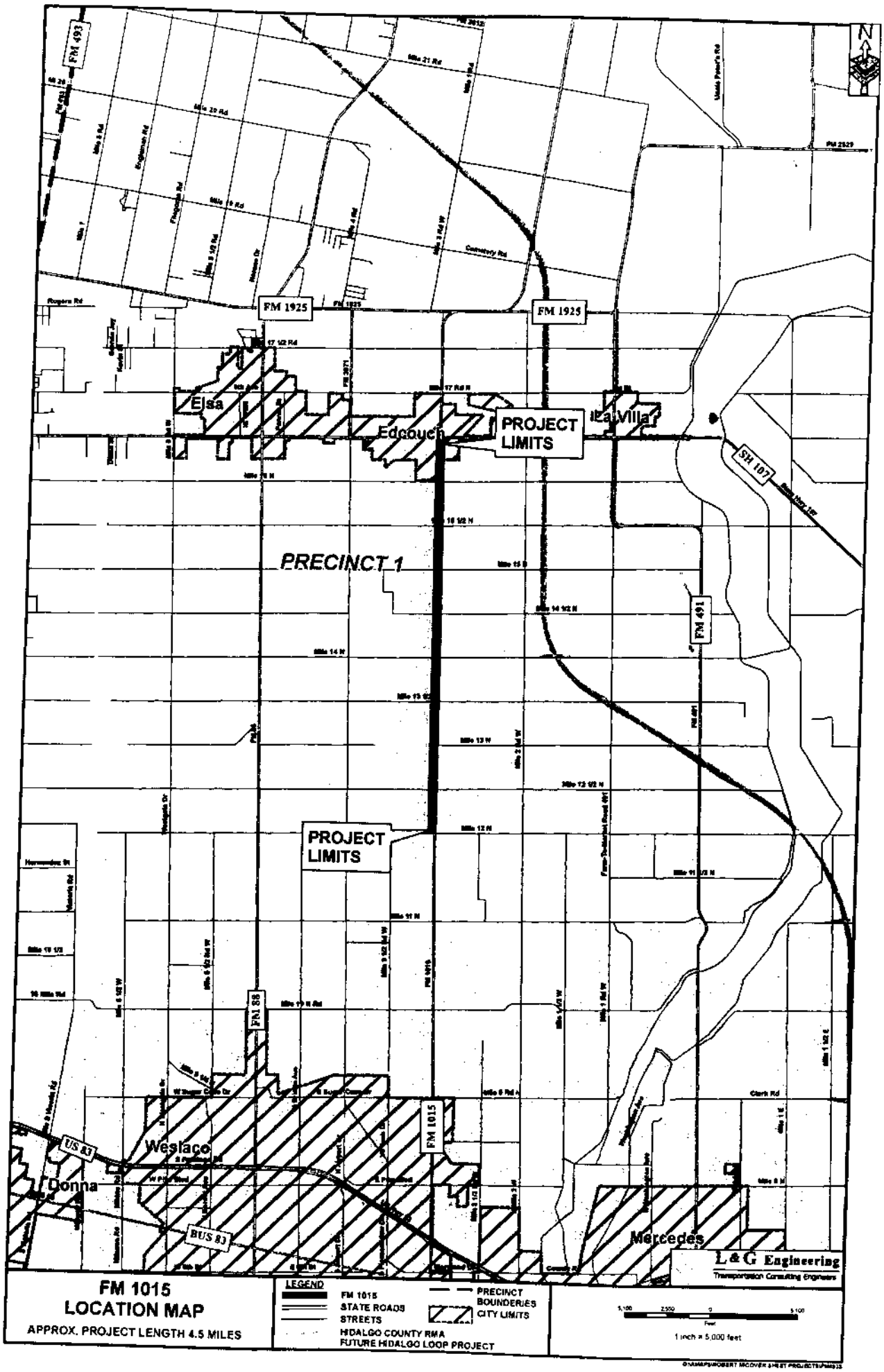
_____
Joe Flores, Commissioner, Pct. 3

_____
Hector "Tito" Palacios, Commissioner Pct.2

_____
Joseph Palacios, Commissioner, Pct. 4

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk



FM 1015
LOCATION MAP
APPROX. PROJECT LENGTH 4.5 MILES

LEGEND
- FM 1015
- STATE ROADS
- STREETS
- HIDALGO COUNTY RMA FUTURE HIDALGO LOOP PROJECT
- PRECINCT BOUNDERIES
- CITY LIMITS

1 inch = 5,000 feet

L & G Engineering
Transportation Consulting Engineers

ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY AUTHORIZING AN APPLICATION FOR A GENERAL OBLIGATION LOAN FROM THE STATE INFRASTRUCTURE BANK

STATE OF TEXAS §

COUNTY OF HIDALGO §

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WHEREAS; the State of Texas and the HCMPO have identified the need to widen and reconstruct FM 1015 from Mile 12 to SH 107 from an existing two-lane rural roadway to a four-lane divided facility; and

WHEREAS, the County is planning to complete the Phase I preliminary engineering tasks required to bring the status of this corridor closer to “shovel ready” so when construction funds do become available, the projects are ready to go to construction; and

WHEREAS, the cost for the development of the schematics, public involvement, and environmental document is estimated at $490,400, to be paid for by the County; and

WHEREAS, the $490,400 is an expense that at this time cannot be provided by the County; and

WHEREAS, the State of Texas provides a State Infrastructure Bank (SIB) which is a revolving loan program to assist eligible applicants to access financial assistance for transportation projects;

NOW, THEREFORE BE IT RESOLVED that Hidalgo County, Precinct No. 1 is authorized to prepare, sign and file an application for a general obligation loan from the State Infrastructure Bank in the amount of $490,400 for the sole purpose of paying the cost for the development of the schematics, public involvement, and environmental document on FM 1015 from Mile 12 to SH 107; and

BE IT FURTHER RESOLVED that this Order and the execution of a general obligation loan is subject to the execution by the Texas Transportation Commission of project agreements for FM 1015 from Mile 12 to SH 107.

PASSED, APPROVED and ORDERED at a regular meeting of the Hidalgo County Commissioners' Court, Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the _____day of _____, 2011.

COUNTY OF HIDALGO COMMISSIONERS' COURT

_____
Ramon Garcia, Hidalgo County Judge

_____ _____
Joel Quintanilla, Commissioner, Pct. 1 Joe Flores, Commissioner, Pct. 3

_____ _____
Hector "Tito" Palacios, Commissioner Pct.2 Joseph Palacios, Commissioner, Pct. 4

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

_____
Hidalgo County Attorney, Steve Crain

AI-27820 **21. A.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Rey Salazar **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval of an Order of the County of Hidalgo authorizing the sale of certain personal property to the Hidalgo County Drainage District Number One ("Drainage District"); approving purchase terms made payable by the Drainage District from available funds of the Drainage District.

BACKGROUND

Attachments

book value

Local govn code - reference

cert. of acceptance

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/05/2011 11:59 AM
Budget & Management	Merlen P. Munoz	08/05/2011 01:00 PM
Perla Lopez	Angela Garcia	08/10/2011 01:16 PM
Dale Kennan	Dale Kennan	08/10/2011 02:13 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Manuel Chapa Started On: 08/01/2011

Final Approval Date: 09/08/2011

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRECINCT # 4- R&B
DEPRECIATION REPORT

Requested By: Gloria Ann Beltran
Prepared By: Juan M. Alvarado
Date: 5/25/2011

Asset No	Asset Desc	Acq Date	Hist Cost	Residual Value	Depreciable Value	Useful Life	Accum Use	Accum Depreciation	Current Book Value
				10%		Years	Years	$	
48422	2009 Cat 324DL Excavator	1/20/2009	226,700.00	22,670.00	204,030.00	10	2	40,806.00	185,894.00
	Total		226,700.00	22,670.00	204,030.00	10	2	40,806.00	185,894.00

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with

ORDER NO. _____

AN ORDER OF THE COUNTY OF HIDALGO ADOPTING A SUBSIDIARY AGREEMENT UNDER THE TERMS OF THE MASTER INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE, DATED DECEMBER 10, 2002 AND AMENDED BY THE FIRST AMENDED INTERLOCAL AGREEMENT, DATED AUGUST 25, 2009; DECLARING CERTAIN PERSONAL PROPERTY AS "SURPLUS PROPERTY" AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY FROM THE COUNTY OF HIDALGO TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1; AND APPROVING OTHER MATTERS INCIDENT THERETO.

ARTICLE I

FINDINGS AND DETERMINATIONS

1.1. Findings and Determinations. It is hereby officially found and determined as follows:

(a) The County of Hidalgo (the "County") and Hidalgo County Drainage District No. One (the "Drainage District") have entered a Master Interlocal Agreement dated December 10, 2002, and entered into by these governmental units to accomplish the aerial photography, mapping and engineering of certain drainage projects for the cooperative benefit of the County and of the District (the "Master Agreement"); and

(b) The Master Agreement was subsequently amended by that FIRST AMENDED MASTER AGREEMENT FOR JOINT PROJECTS AND SHARING COST OF PLANNING, AERIAL PHOTOGRAPHIC MAPPING, ENGINEERING DESIGNS, ENVIRONMENTAL STUDIES; USE OF PLANS, AERIAL PHOTOGRAPHIC MAPS AND ENGINEERING DESIGNS; ACQUISITION OF RIGHTS-OF-WAY TO BE USED FOR STORM AND FLOOD DRAINAGE PROJECTS AND ACQUISITION OF CONSTRUCTION AND MAINTENANCE EQUIPMENT BY POLITICAL SUBDIVISIONS IN HIDALGO COUNTY, dated August 25, 2009 (the "First Amended Interlocal Agreement"), for the purpose of undertaking the joint improvement of the County's storm drainage facilities (the "Project"). It was the express intention of the parties that the First Amended Interlocal Agreement accomplish the purpose of the further design, financing and construction of additional drainage facilities to benefit both the County and the District, as well as other political subdivisions in Hidalgo County;

(c) The District is authorized by the Public Property Finance Act, Local Government Code, Section 271.001, et seq., Vernon's Texas Civil Statutes, as amended (the "Personal Property Finance Act"), to purchase, acquire or use certain equipment and machinery (the "Equipment") and finance its purchase thereof as necessary for the efficient and economic operation of the District.

(d) The County and the District are further authorized under Local Government Code, Section 561.002(a)(the "Joint Project Act"), to enter into joint project agreements in order to accomplish the joint design, construction and management of a drainage system.

(e) The County and the District, may, under the terms of the Interlocal Government Cooperation Act, enter cooperative agreements.

(f) Texas Local Government Code Section 263.152 (a)(1) authorizes the County to sell the County's surplus or salvage property to another County or to a political subdivision, including the District. The competitive bidding requirements imposed by Texas Local Government Code Section 263.152 will not apply in that instance. Surplus property is defined to exclude "salvage" property under Texas Local Government Code Section 263.151 and the County need not hold surplus property for any time period of possession or use before the County deems the property as "surplus" property.

(g) The District desires to acquire from the County certain equipment to be used for the construction and maintenance of a drainage system (the "Equipment") under the authority of laws of the State of Texas, and in particular, the Joint Project Act, under terms considered appropriate and necessary by the County's and the District's respective governing bodies.

(h) The County is relying on authority for the sale and transfer of the Equipment on any express authority granted by State law, including, but not limited to (i) the Interlocal Government Cooperation Act, (ii) the Personal Property Finance Act, (iii) the Joint Project Act, and, the County is, in addition to the foregoing, declaring the Equipment "surplus property" under the provisions of Texas Government Code §263.152 to accomplish the sales-purchase.

(i) Under the Joint Project Act, the agreement between the County and District may contain any provisions considered necessary by the parties. Further, under the agreement, one or both parties may own the project and maintain the project while one or both contributes to the expenses of maintenance.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

2.1. Definitions. As used herein, the following terms shall have the meanings specified unless the context clearly indicates otherwise:

Acceptance Date. Unless otherwise agreed to by the prior written consent of the Drainage District, the date on which the Acceptance Certificate is executed and delivered by the Drainage District to the County in connection with this Agreement.

Authorized Officer. In the case of the County, the County Judge or some authorized officer of the County, and when used in reference to an act or document of the Drainage District, means the County Judge or some authorized officer of the Drainage District

expressly designated to accomplish the purpose of acceptance of the Equipment upon its transfer.

Certificate of Acceptance. A Certificate of the Drainage District, in substantially the form set forth in Attachment "A" hereto, by which the Drainage District accepts delivery of the Equipment sold by the County at the Purchase Price and authorizes the disbursement of funds for payment of the purchase of said Equipment.

Commissioners Court. The Commissioners Court of the County of Hidalgo, Texas.

County. The County of Hidalgo, Texas.

Closing. The date of delivery of all executed documents related to an Acceptance Certificate.

Equipment. The property to be acquired by the Drainage District from the County pursuant to an Certificate of Acceptance which shall be described in the form set out in Attachment "A".

Order. This Order and all amendments hereof and supplements hereto.

Purchase Price. The purchase price for Equipment as set out in the Certificate of Acceptance.

Surplus Property. Property of the County as so defined by Texas Government Code §263.152.

Vendor or Vendors. The original vendor or seller of the Equipment.

ARTICLE III

DECLARATION OF A SURPLUS AND APPROVAL OF SALE OF EQUIPMENT; CONDITIONS PRECEDENT

3.1. The County of Hidalgo declares the Equipment "surplus" under the provisions of Texas Government Code §263.152 and approves the sale of the Equipment to the Drainage District. The obligation of the Drainage District to acquire the Equipment and to pay the purchase price shall be subject to the condition that the County declare the Equipment "surplus" property under the provisions of Tex. Loc. Gov. Code §263.152, and to the receipt by the Drainage District of certain documents and the satisfaction of the certain conditions, as follows, all of which shall be satisfactory in form and substance to the Drainage District:

(a) County shall have procured the Equipment in accordance with a competitive procurement procedure as required by state law and shall have completed a Schedule for each Vendor containing all of the information and certifications as set out in Attachment "C-1".

(b) Drainage District shall have accepted the Equipment (or agreed to accept) by delivery to the County of an executed Certificate of Acceptance in the form of Attachment "A", whereupon the item of Equipment shall immediately becomes property of the Drainage District;

(d) Delivery of certificates of title, if any, and assignment to the Drainage District of all warranties on the Equipment; and

(d) Such other documents, instruments, certifications or other items as may be reasonably required by the Drainage District or by its legal counsel.

3.2. Upon satisfactory tender of all documents and conditions set out in section 3.1, the Drainage District shall release the funds to County and deliver to County the Purchase Price in full for the Equipment..

ARTICLE IV
NO WARRANTIES, EXPRESSED OR IMPLIED

4.1 Warranties. Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the Drainage District, the County has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the Drainage District, at is sole expense. The Equipment is sold "as is".

ARTICLE V

MISCELLANEOUS

5.1. Further Proceedings. The County Judge and other appropriate officials of the Drainage District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.

5.2. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement.

5.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the official meeting place of the Commissioners Court for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Order and the subject matter thereof were discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

5.4 Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED ON _____.

HIDALGO COUNTY
COMMISSIONERS COURT

_____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

ATTACHMENT "A"

CERTIFICATE OF ACCEPTANCE

SALE-PURCHASE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN

Hidalgo County Drainage District No. One
and
The County of Hidalgo, Texas
Date _____

1. ACCEPTANCE: In accordance with the Agreement, the Drainage District hereby certifies that all of the Equipment described herein (i) has been received by the Drainage District, (ii) has been thoroughly examined and inspected to the complete satisfaction of the Drainage District, and in conformity with the published specifications included in the competitive procurement process undertaken by the County; (iii) has been found by the Drainage District to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by County, (v) has been found to be and is wholly suitable for the Drainage District's purposes, (vi) has been assembled or installed consistent with instructions supplied by the Vendor, (vii) has been scheduled under the Drainage District's casualty insurance policy, and (viii) is hereby unconditionally accepted by the Drainage District, in the condition received, for all purposes of this Agreement.

2. EQUIPMENT (may incorporate one or more documents)

VENDOR	DESCRIPTION	P.O. #	SERIAL #	PRICE	
	2009 CAT 324DL Exca	612370	CAT0324DCJJG01085		$185,894.00
	Total				
	Total				
	Total				
	Total				

CERTIFICATION

Hidalgo County Drainage District No. 1 hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment described.

Hidalgo County Drainage District No. 1

By: _____
(Authorized Signature)

_____
Printed Name and Title

Date: _____

AI-28484 **21. B. 1.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Dept. - Jail:
a. Approval to correct the classification of the following vacant position, approved during the Classification & Compensation Pay Plan - Phase II on 07/13/2011:

Slot No.	Position Title	Current Grade	Corrected Grade
0002	Registered Nurse IV	17	16

b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact, position is vacant. Correction to grade only.

Attachments

Job Description

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/08/2011 02:43 PM
Rosalinda Cantu	Rosie Cantu	09/08/2011 03:46 PM
Budget & Management	Merlen P. Munoz	09/08/2011 02:43 PM
Rosalinda Cantu	Rosie Cantu	09/08/2011 03:46 PM
Auditor's Office		
Purchasing Department		

Form Started By: Sylvia Solis Started On: 09/08/2011 01:21 PM

REGISTERED NURSE IV

GRADE: 16

GENERAL DESCRIPTION

Performs advanced (senior-level) nursing work; Work involves planning, developing, coordinating, and evaluating nursing activities and providing for the care and treatment of patients; 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

Plans, develops, coordinates, and evaluates nursing activities and makes recommendations for improvements

Plans, develops, implements, and monitors program operations

Develops, reviews, revises, and explains health care program policies and procedures

Develops and implements quality assurance programs and processes

Develops in-service training and educational programs

Administers or oversees the administration of medication, immunizations, and treatment, and observes patients for unusual symptoms and reactions

Makes hospital rounds to ensure that prescribed methods and procedures are followed

Evaluates nursing services through the analysis of statistical studies and performance evaluation reports

Reviews medical records and patient assessments to determine compliance with policies and procedures, correctness of assessment, and quality of service

Provides consultation, training, and technical assistance to agency staff, care recipients, provider agencies, and the medical community

May conduct inspections, certifications, surveys, and investigations of health care facilities to determine compliance with state and federal laws, regulations, and rules

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

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years experience in nursing work; Graduate from an accredited four-year college or university with major course work in nursing or from an accredited nursing program is generally preferred. Two (2) years experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of nursing techniques and procedures, health care laws and regulations, medical diagnoses and procedures, accepted medical treatment patterns, community health and nursing care principles, practices, and procedures, program regulations and procedures, and utilization review and control measures

Ability to provide patient care, prepare and maintain records, and explain public health law

Ability to organize, coordinate, and evaluate nursing activities and delivery of public health services

Ability to interpret policies and procedures, interpret health care regulations, recognize patterns of medical necessity treatment, and to plan, assign, and/or supervise the work of others

Must be registered as a Registered Nurse by the State of Texas or a state that recognizes reciprocity through the Nurse Licensure Compact

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-423-21-280-002-0

AI - 284

JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	113	DIVISION COMM				$75,000.00	$75,000.00	$1,080.00	$0.00	$1,800.00	$0.00	$500.00
		CORRECTION TO THE GRADE OF THE FOLLOWING POSITION:										
			16		**$58,888.00**	**$58,888.00**						
0002	**113**	**REGISTERED NURSE IV**	~~**17**~~	**1**	~~**$63,599.00**~~	~~**$63,599.00**~~	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0003	113	CAPTAIN				$65,000.00	$65,000.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00
0004	113	CAPTAIN				$65,000.00	$65,000.00	$900.00	$0.00	$1,200.00	$0.00	$500.00
0005	113	CAPTAIN				$65,000.00	$65,000.00	$1,080.00	$0.00	$1,800.00	$0.00	$500.00
0006	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	LICENSED VOCATIONAL NURSE III	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$720.00	$0.00	$0.00	$0.00	$0.00
0009	113	LICENSED VOCATIONAL NURSE III	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	LICENSED VOCATIONAL NURSE III	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	LIEUTENANT STEP IV				$44,935.00	$44,935.00	$1,380.00	$0.00	$3,000.00	$0.00	$0.00
0018	113	LIEUTENANT STEP IV				$44,935.00	$44,935.00	$1,140.00	$0.00	$3,300.00	$0.00	$0.00
0019	113	LIEUTENANT STEP IV				$44,935.00	$44,935.00	$1,500.00	$0.00	$1,800.00	$0.00	$0.00
0020	113	LIEUTENANT STEP IV				$44,935.00	$44,935.00	$1,200.00	$0.00	$1,200.00	$0.00	$0.00
0021	113	LIEUTENANT STEP III				$43,416.00	$43,416.00	$660.00	$0.00	$1,200.00	$0.00	$0.00
0022	113	LIEUTENANT STEP IV				$44,935.00	$44,935.00	$1,260.00	$0.00	$600.00	$0.00	$0.00
0023	113	LIEUTENANT STEP IV				$44,936.00	$44,936.00	$540.00	$0.00	$2,700.00	$0.00	$0.00
0024	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,200.00	$0.00	$3,900.00	$0.00	$500.00
0025	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$600.00	$0.00	$2,400.00	$0.00	$0.00
0026	113	SERGEANT STEP II				$38,134.00	$38,134.00	$360.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-423-21-280-002-0 **AI - 284**

JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0027	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$780.00	$0.00	$1,200.00	$0.00	$0.00
0028	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$600.00	$0.00	$1,200.00	$0.00	$0.00
0029	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,260.00	$0.00	$600.00	$0.00	$0.00
0030	113	SERGEANT STEP I				$36,845.00	$36,845.00	$300.00	$0.00	$0.00	$0.00	$0.00
0031	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$540.00	$0.00	$1,200.00	$0.00	$0.00
0032	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$780.00	$0.00	$600.00	$0.00	$0.00
0033	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,500.00	$0.00	$0.00	$0.00	$0.00
0034	113	SERGEANT STEP I				$36,845.00	$36,845.00	$420.00	$0.00	$0.00	$0.00	$0.00
0035	113	SERGEANT STEP II				$38,134.00	$38,134.00	$420.00	$0.00	$0.00	$0.00	$0.00
0036	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$480.00	$0.00	$0.00	$0.00	$0.00
0037	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,140.00	$0.00	$0.00	$0.00	$0.00
0038	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,260.00	$0.00	$0.00	$0.00	$0.00
0039	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$720.00	$0.00	$0.00	$0.00	$0.00
0040	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$900.00	$0.00	$0.00	$0.00	$0.00
0041	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,080.00	$0.00	$1,200.00	$0.00	$0.00
0042	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$780.00	$0.00	$0.00	$0.00	$0.00
0044	113	SERGEANT STEP IV				$40,850.00	$40,850.00	$480.00	$0.00	$0.00	$0.00	$0.00
0045	113	SERGEANT STEP IV				$40,850.00	$40,850.00	$660.00	$0.00	$0.00	$0.00	$0.00
0046	113	SERGEANT STEP II				$38,134.00	$38,134.00	$480.00	$0.00	$0.00	$0.00	$0.00
0047	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$600.00	$0.00	$2,700.00	$0.00	$0.00
0049	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$240.00	$0.00	$0.00	$0.00	$0.00
0050	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$0.00	$0.00	$0.00
0051	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$780.00	$0.00	$2,100.00	$0.00	$0.00
0052	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$600.00	$0.00	$3,300.00	$0.00	$0.00
0053	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$600.00	$0.00	$0.00	$0.00	$0.00
0054	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00
0055	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$900.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0056	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$900.00	$0.00	$0.00	$0.00	$0.00
0057	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$1,260.00	$0.00	$0.00	$0.00	$0.00
0058	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$780.00	$0.00	$0.00	$0.00	$0.00
0059	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$600.00	$0.00	$0.00	$0.00	$0.00
0060	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$600.00	$0.00	$0.00	$0.00	$0.00
0062	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00
0063	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00
0064	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$960.00	$0.00	$0.00	$0.00	$0.00
0065	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$1,020.00	$0.00	$0.00	$0.00	$0.00
0066	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$300.00	$0.00	$2,100.00	$0.00	$0.00
0067	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$840.00	$0.00	$0.00	$0.00	$0.00
0068	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$780.00	$0.00	$0.00	$0.00	$0.00
0069	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$780.00	$0.00	$0.00	$0.00	$0.00
0070	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00
0071	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$180.00	$0.00	$0.00	$0.00	$0.00
0072	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$600.00	$0.00	$0.00	$0.00	$0.00
0073	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$1,140.00	$0.00	$0.00	$0.00	$0.00
0074	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$720.00	$0.00	$0.00	$0.00	$0.00
0075	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00
0076	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00
0077	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0078	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$720.00	$0.00	$0.00	$0.00	$0.00
0079	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0080	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$4,500.00	$0.00	$0.00
0081	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0082	113	SR. DETENTION OFFICER STEP III				$35,881.00	$35,881.00	$480.00	$0.00	$2,700.00	$0.00	$0.00
0083	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0084	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$120.00	$0.00	$0.00	$0.00	$0.00
0085	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$2,100.00	$0.00	$0.00
0086	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$2,100.00	$0.00	$0.00
0088	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0089	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$1,200.00	$0.00	$0.00
0090	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$2,100.00	$0.00	$0.00
0091	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0092	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$180.00	$0.00	$0.00	$0.00	$0.00
0093	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0094	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0095	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0096	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$1,500.00	$0.00	$0.00
0097	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0098	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0099	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$1,200.00	$0.00	$0.00
0100	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$1,200.00	$0.00	$0.00
0101	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$600.00	$0.00	$0.00
0102	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$600.00	$0.00	$0.00
0103	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$3,900.00	$0.00	$0.00
0104	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$1,200.00	$0.00	$0.00
0105	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$600.00	$0.00	$0.00
0106	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0107	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0108	113	DETENTION OFFICER DTEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,500.00	$0.00	$0.00
0109	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0110	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0111	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0112	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00
0113	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0114	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0115	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$2,100.00	$0.00	$0.00
0116	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0117	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,500.00	$0.00	$0.00
0118	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0119	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$120.00	$0.00	$0.00	$0.00	$0.00
0120	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0121	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0122	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0123	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0124	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0125	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0126	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0127	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0128	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0129	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$600.00	$0.00	$0.00
0130	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0131	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$600.00	$0.00	$0.00
0132	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0133	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$300.00	$0.00	$0.00	$0.00	$0.00
0134	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0135	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0136	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00
0137	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$2,700.00	$0.00	$0.00
0138	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$600.00	$0.00	$0.00
0139	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0140	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0141	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,880.00	$480.00	$0.00	$0.00	$0.00	$0.00
0142	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$120.00	$0.00	$0.00	$0.00	$0.00
0143	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0144	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0145	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0146	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0147	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0148	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0149	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0150	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0151	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,880.00	$480.00	$0.00	$0.00	$0.00	$0.00
0152	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0153	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0154	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0155	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0156	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$180.00	$0.00	$0.00	$0.00	$0.00
0157	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0158	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0159	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,500.00	$0.00	$0.00
0160	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0161	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0162	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0163	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0164	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0165	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0166	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00
0167	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0168	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,200.00	$0.00	$0.00
0169	113	SR. DETENTION OFFICER STEP I				$33,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0170	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0171	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,500.00	$0.00	$0.00
0172	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0173	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0174	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0175	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00
0176	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00
0177	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$2,100.00	$0.00	$0.00
0178	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0179	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0180	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0181	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$120.00	$0.00	$0.00	$0.00	$0.00
0182	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0183	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0184	113	SR. DETENTION OFFICER STEP III				$35,881.00	$35,881.00	$360.00	$0.00	$2,100.00	$0.00	$0.00
0185	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0186	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$2,400.00	$0.00	$0.00
0187	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0188	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0189	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0190	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0191	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0192	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0193	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0194	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0195	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0196	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0197	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0198	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0199	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$2,100.00	$0.00	$0.00
0200	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0201	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0202	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0203	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,200.00	$0.00	$0.00
0204	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0205	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0206	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0207	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0208	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0209	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0210	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0211	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0212	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0213	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0214	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$1,200.00	$0.00	$0.00
0215	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0216	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0217	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0218	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$180.00	$0.00	$0.00	$0.00	$0.00
0219	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0220	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0221	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0222	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0223	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0224	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$120.00	$0.00	$1,200.00	$0.00	$0.00
0225	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0226	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0227	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$2,100.00	$0.00	$0.00
0228	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,880.00	$480.00	$0.00	$0.00	$0.00	$0.00
0229	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0230	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$120.00	$0.00	$1,200.00	$0.00	$0.00
0231	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0232	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0233	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0234	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0235	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$1,200.00	$0.00	$0.00
0236	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0237	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0238	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$1,200.00	$0.00	$0.00
0239	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0240	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0241	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0242	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0243	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00
0244	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0245	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0246	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$2,100.00	$0.00	$0.00
0247	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0248	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$360.00	$0.00	$0.00	$0.00	$0.00
0249	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0250	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0251	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$300.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0252	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$0.00	$0.00	$0.00
0253	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0254	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0255	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0256	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0257	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00
0258	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0259	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$0.00	$0.00	$0.00
0260	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0261	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0262	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0263	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0264	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00
0265	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0266	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$3,600.00	$0.00	$0.00
0267	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$1,500.00	$0.00	$0.00
0268	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0269	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0270	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0271	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0272	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0273	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0274	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0275	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0276	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0277	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0278	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0279	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0280	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0281	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0282	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0283	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0284	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0285	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0286	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0287	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0288	113	DETENTION OFFICER				$29,232.00	$29,232.00	$60.00	$0.00	$0.00	$0.00	$0.00
0289	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$480.00	$0.00	$0.00	$0.00	$0.00
0290	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$1,200.00	$0.00	$0.00
0291	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0292	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$2,100.00	$0.00	$0.00
0293	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$0.00	$0.00	$0.00
0294	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0295	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$2,100.00	$0.00	$0.00
0296	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0297	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$1,500.00	$0.00	$0.00
0298	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0299	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0300	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0301	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0302	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0303	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0304	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$2,100.00	$0.00	$0.00
0305	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0306	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$1,200.00	$0.00	$0.00
0307	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0308	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0309	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0310	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0311	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$420.00	$0.00	$1,200.00	$0.00	$0.00
0312	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$1,500.00	$0.00	$0.00
0313	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0314	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0315	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0316	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0317	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$1,200.00	$0.00	$0.00
0318	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0319	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$2,100.00	$0.00	$0.00
0320	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0321	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0322	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0323	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0324	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$0.00	$0.00	$0.00
0325	113	SR. DETENTION OFFICER STEP I				$33,495.00	$33,495.00	$180.00	$0.00	$1,200.00	$0.00	$0.00
0326	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0327	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0328	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$2,100.00	$0.00	$0.00
0329	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$240.00	$0.00	$0.00	$0.00	$0.00
0330	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$0.00	$0.00	$0.00
0331	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0332	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0333	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$1,500.00	$0.00	$0.00
0334	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$240.00	$0.00	$2,100.00	$0.00	$0.00
0335	113	SR. DETENTION OFFICER I				$33,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0336	113	DETENTION OFFICER				$30,450.00	$29,232.00	$720.00	$0.00	$0.00	$0.00	$0.00
0337	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$240.00	$0.00	$2,100.00	$0.00	$0.00
0338	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00
0339	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$240.00	$0.00	$0.00	$0.00	$0.00
0340	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$180.00	$0.00	$0.00	$0.00	$0.00
0341	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00
0342	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$180.00	$0.00	$2,100.00	$0.00	$0.00
0343	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0344	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0345	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$0.00	$0.00	$0.00
0346	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0347	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$1,500.00	$0.00	$0.00
0348	113	SR. DETENTION OFFICER I				$33,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0349	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$600.00	$0.00	$0.00
0350	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00
0351	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$180.00	$0.00	$0.00	$0.00	$0.00
0352	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00
0353	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00
0354	113	PLUMBER I	8	1	$31,815.00	$31,815.00	$31,969.00	$480.00	$0.00	$0.00	$0.00	$0.00
0355	113	AIR CONDITION TECHNICIAN I	7	3	$31,520.00	$31,520.00	$31,969.00	$480.00	$0.00	$0.00	$0.00	$0.00
0356	113	ELECTRICIAN I	8	1	$31,815.00	$31,815.00	$31,969.00	$0.00	$0.00	$0.00	$0.00	$0.00
0357	113	AIR CONDITION TECHNICIAN I	7	2	$30,489.00	$30,489.00	$30,489.00	$300.00	$0.00	$0.00	$0.00	$0.00
0358	113	COOK III	6	6	$32,051.00	$32,051.00	$32,051.00	$840.00	$0.00	$0.00	$0.00	$0.00
0359	113	COOK III	6	6	$32,051.00	$32,051.00	$32,051.00	$300.00	$0.00	$0.00	$0.00	$0.00
0360	113	ACCOUNTANT I	8	1	$31,815.00	$31,815.00	$31,815.00	$420.00	$0.00	$0.00	$0.00	$0.00
0361	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00
0362	113	CERTIFIED MEDICAL ASSISTANT	7	1	$29,458.00	$29,458.00	$29,875.00	$0.00	$0.00	$0.00	$0.00	$0.00
0363	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0364	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00
0365	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00
0366	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00
0367	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$720.00	$0.00	$0.00	$0.00	$0.00
0368	113	MAINTENANCE IV	7	2	$30,489.00	$30,489.00	$30,489.00	$300.00	$0.00	$0.00	$0.00	$0.00
0369	113	MAINTENANCE IV	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00
0370	113	MAINTENANCE IV	7	2	$30,489.00	$30,489.00	$30,489.00	$420.00	$0.00	$0.00	$0.00	$0.00
0371	113	MAINTENANCE IV	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00
0372	113	COOK III	6	0	$25,912.00	$25,912.00	$25,912.00	$0.00	$0.00	$0.00	$0.00	$0.00
0373	113	COOK III	6	3	$29,186.00	$29,186.00	$29,323.00	$540.00	$0.00	$0.00	$0.00	$0.00
0374	113	COOK III	6	3	$29,186.00	$29,186.00	$29,323.00	$0.00	$0.00	$0.00	$0.00	$0.00
0375	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,200.00	$0.00	$0.00	$0.00	$0.00
0376	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$27,276.00	$300.00	$0.00	$0.00	$0.00	$0.00
0377	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00
0378	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00
0379	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$27,276.00	$360.00	$0.00	$0.00	$0.00	$0.00
0380	113	COMMUNICATIONS OPERATOR I	6	0	$25,912.00	$25,912.00	$25,912.00	$0.00	$0.00	$0.00	$0.00	$0.00
0381	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$420.00	$0.00	$0.00	$0.00	$0.00
0382	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00
0383	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00
0384	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$300.00	$0.00	$0.00	$0.00	$0.00
0385	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00
0386	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$480.00	$0.00	$0.00	$0.00	$0.00
0387	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00
0388	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$420.00	$0.00	$0.00	$0.00	$0.00
0389	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00
0390	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$420.00	$0.00	$0.00	$0.00	$0.00
0391	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,717.00	$0.00	$0.00	$0.00	$0.00	$0.00

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JAIL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0392	113	CUSTODIAN II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00
0393	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00
0394	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00
0395	113	ELECTRICIAN I	8	1	$31,815.00	$31,815.00	$31,969.00	$420.00	$0.00	$0.00	$0.00	$0.00
0398	113	COMMUNITY SERVICE SPECIALIST	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$1,908,467.00	$13,640,562.00	$13,227,952.00	$122,220.00	$0.00	$136,800.00	$0.00	#######

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2011 ACTUAL TOTAL COMPENSATION
$78,380.00
$0.00
$68,800.00
$67,600.00
$68,380.00
$52,324.00
$50,487.00
$53,044.00
$50,487.00
$52,324.00
$52,324.00
$52,324.00
$52,324.00
$52,324.00
$52,324.00
$52,324.00
$50,487.00
$49,315.00
$49,375.00
$48,235.00
$47,335.00
$45,276.00
$46,795.00
$48,176.00
$50,377.00
$43,851.00
$38,494.00

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2011 ACTUAL TOTAL COMPENSATION
$42,831.00
$42,651.00
$42,711.00
$37,145.00
$42,591.00
$42,231.00
$42,351.00
$37,265.00
$38,554.00
$41,331.00
$41,991.00
$42,111.00
$41,571.00
$41,751.00
$43,131.00
$41,631.00
$41,330.00
$41,510.00
$38,614.00
$30,450.00
$40,436.00
$30,690.00
$31,696.00
$40,016.00
$41,036.00
$37,736.00
$37,796.00
$38,036.00

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2011 ACTUAL TOTAL COMPENSATION
$38,036.00
$38,396.00
$37,916.00
$37,736.00
$29,232.00
$37,736.00
$37,796.00
$37,796.00
$38,096.00
$38,156.00
$33,916.00
$37,976.00
$37,916.00
$37,916.00
$37,796.00
$33,675.00
$37,736.00
$38,276.00
$37,856.00
$37,796.00
$37,796.00
$30,450.00
$37,856.00
$30,450.00
$40,861.00
$30,450.00
$39,061.00
$30,450.00

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2011 ACTUAL TOTAL COMPENSATION
$31,636.00
$38,461.00
$29,232.00
$38,461.00
$0.00
$31,710.00
$38,461.00
$36,361.00
$33,675.00
$30,450.00
$0.00
$30,450.00
$37,801.00
$30,450.00
$30,510.00
$37,621.00
$37,501.00
$37,021.00
$37,021.00
$40,141.00
$37,501.00
$37,021.00
$30,450.00
$30,570.00
$31,950.00
$36,361.00
$36,361.00
$29,232.00

34

2011 ACTUAL TOTAL COMPENSATION
$36,421.00
$36,361.00
$30,510.00
$38,401.00
$36,301.00
$31,950.00
$30,450.00
$31,636.00
$36,301.00
$30,450.00
$30,450.00
$30,450.00
$30,450.00
$29,232.00
$36,301.00
$36,241.00
$36,241.00
$36,901.00
$36,301.00
$36,901.00
$36,361.00
$36,181.00
$36,301.00
$30,450.00
$36,421.00
$38,941.00
$36,841.00
$36,361.00

34

2011 ACTUAL TOTAL COMPENSATION
$30,510.00
$36,360.00
$31,636.00
$36,241.00
$29,232.00
$30,510.00
$36,301.00
$36,241.00
$36,361.00
$36,361.00
$36,301.00
$36,360.00
$30,510.00
$30,450.00
$36,361.00
$36,241.00
$33,675.00
$36,241.00
$30,570.00
$31,950.00
$36,301.00
$36,361.00
$36,241.00
$36,301.00
$0.00
$36,301.00
$36,421.00
$30,450.00

34

2011 ACTUAL TOTAL COMPENSATION
$31,650.00
$0.00
$36,361.00
$31,950.00
$36,361.00
$36,301.00
$29,232.00
$36,421.00
$36,421.00
$38,341.00
$30,450.00
$36,241.00
$36,301.00
$31,636.00
$30,510.00
$36,241.00
$38,341.00
$30,450.00
$38,641.00
$30,450.00
$36,301.00
$36,301.00
$30,510.00
$36,361.00
$29,232.00
$30,450.00
$30,570.00
$36,301.00

34

2011 ACTUAL TOTAL COMPENSATION
$30,450.00
$36,361.00
$30,450.00
$38,341.00
$36,361.00
$29,232.00
$30,450.00
$31,650.00
$36,361.00
$30,450.00
$36,301.00
$36,301.00
$36,241.00
$30,570.00
$36,241.00
$36,241.00
$36,361.00
$36,301.00
$31,710.00
$36,301.00
$30,510.00
$30,450.00
$33,675.00
$36,241.00
$36,361.00
$0.00
$36,241.00
$36,301.00

34

2011 ACTUAL TOTAL COMPENSATION
$32,836.00
$29,232.00
$36,241.00
$38,461.00
$36,360.00
$36,241.00
$32,836.00
$36,301.00
$30,510.00
$36,361.00
$36,361.00
$37,441.00
$36,241.00
$36,241.00
$37,561.00
$36,241.00
$30,570.00
$36,301.00
$36,301.00
$36,361.00
$30,450.00
$30,510.00
$38,341.00
$30,510.00
$31,876.00
$36,241.00
$30,510.00
$30,750.00

34

2011 ACTUAL TOTAL COMPENSATION
$31,696.00
$36,301.00
$30,570.00
$36,301.00
$36,301.00
$36,301.00
$36,241.00
$31,696.00
$36,241.00
$36,241.00
$30,450.00
$30,450.00
$36,241.00
$30,510.00
$38,567.00
$36,467.00
$30,510.00
$34,967.00
$34,967.00
$30,450.00
$30,510.00
$34,967.00
$34,967.00
$34,967.00
$34,967.00
$30,510.00
$30,450.00
$30,450.00

34

2011 ACTUAL TOTAL COMPENSATION
$34,967.00
$34,967.00
$29,232.00
$30,450.00
$34,967.00
$34,967.00
$30,510.00
$34,967.00
$29,292.00
$30,930.00
$36,167.00
$34,967.00
$37,067.00
$31,696.00
$30,450.00
$33,796.00
$30,450.00
$30,732.00
$34,967.00
$29,232.00
$29,232.00
$29,232.00
$30,510.00
$30,450.00
$37,067.00
$30,570.00
$36,167.00
$30,450.00

34

2011 ACTUAL TOTAL COMPENSATION
$30,510.00
$30,510.00
$30,450.00
$35,115.00
$33,196.00
$29,232.00
$0.00
$30,510.00
$30,570.00
$36,167.00
$29,232.00
$35,835.00
$30,510.00
$30,570.00
$30,570.00
$34,967.00
$33,735.00
$34,875.00
$30,510.00
$30,510.00
$35,835.00
$34,907.00
$31,696.00
$30,570.00
$29,232.00
$32,010.00
$37,007.00
$0.00

34

2011 ACTUAL TOTAL COMPENSATION
$29,952.00
$37,007.00
$29,232.00
$34,907.00
$33,675.00
$30,450.00
$35,775.00
$30,510.00
$30,510.00
$33,735.00
$0.00
$32,070.00
$0.00
$35,567.00
$34,967.00
$33,675.00
$30,570.00
$30,510.00
$32,449.00
$32,449.00
$31,969.00
$30,789.00
$32,891.00
$32,351.00
$32,235.00
$31,520.00
$29,875.00
$31,520.00

34

2011 ACTUAL TOTAL COMPENSATION
$31,520.00
$31,520.00
$31,520.00
$32,240.00
$30,789.00
$29,458.00
$30,909.00
$30,489.00
$25,912.00
$29,863.00
$29,323.00
$27,937.00
$27,576.00
$27,276.00
$27,276.00
$27,636.00
$25,912.00
$26,504.00
$26,084.00
$26,084.00
$26,384.00
$26,084.00
$26,564.00
$26,084.00
$26,504.00
$26,084.00
$26,504.00
$23,717.00

34

2011 ACTUAL TOTAL COMPENSATION
$20,570.00
$22,411.00
$22,411.00
$32,389.00
$30,489.00
$13,489,472.00

AI-28364 **22. B. 1.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

DBM - Workers' Comp. Division:
a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10), Two (2) New or newer 2011 Ford F-150 with Extended Cab upgrade in the amount of $34,804.50 to include a one time administrative fee of $400.00 for a total of $35,204.50 -Project #2011-244-OGG);or in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) New or newer 2011 or newer Ford F-150 with Extended cab upgrade in the amount of $34,804.50 to include pricing and delivery fees for -Project #2011-244-OGG); to include options as described on attached specifications or equivalent.

BACKGROUND

Proposed purchase will serve as transportation for the Workers Comp Division. Funding available under Acct. #1-2202-419-50-115-065-0-741.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM to address funding and appropriation of same depending on option packet for vehicle chosen.

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Oscar Garza Started On: 08/31/2011 03:10 PM

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #358-10

Vehicles and Heavy Duty Trucks

End User: HIDALGO COUNTY
Philpott Rep: ALAN WILEY
Contact: OSCAR GARZA
Phone/email: **888 858-7801 awiley0845@aol.com**
Phone/email: 956 318-2626 X4857 oscarg.garza@co.hidalgo.tx.us
Date: Thursday, September 08, 2011
Product Description: FORD F150 REGULAR CAB PICKUP

A. Bid Series: 95 **A. Base Price:** **$ 11,983.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F1C	SHORT BED XL MODEL	STD		PLEASE FAX YOUR PURCHASE	NOTE
	3.7L V6 FFV GAS	STD		ORDER TO 254 865-9118	NOTE
	6-SPEED AUTOMATIC	STD			
	AM-FM RADIO	STD	85AX	POWER WINDOWS-LOCKS	$ 1,081.00
	A/C AND HEAT	STD	52N	CRUISE CONTROL	$ 211.50
	VINYL 40-20-40 SEAT	STD			
	RUBBER FLOOR	STD			
X1C	EXTENDED CAB UPGRADE	$ 3,050.00		WHITE 2011 MODEL IN STOCK	NOTE
				DELIVERY 5-10 WORKING DAYS	DELIVERY

Total of B. Published Options: **$ 4,342.50**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 0.0 **%**

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: **$ -**

D. Pre-delivery Inspection: **$ 80.00**

E. Texas State Inspection: **$ 21.75**

F. Manufacturer Destination/Delivery: **$ 975.00**

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: 0 **miles** **$ -**

K. Subtotal: **$ 17,402.25**

L. Quantity Ordered 2 **x K =** **$ 34,804.50**

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) **$ 400.00**

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **$ 35,204.50**

AI-28482 **22. C. 1.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion and action related to the selection/ranking of engineering services in connection with the Safe Routes to School (SRTS) grant project received by Hidalgo County and partnering with Edinburg ISD and the City of Edinburg.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM will identify the account for the grant funds awarded to Hidalgo County (Precinct #4).
State Funding

Attachments

Interlocal

Texas Transportation Commission

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/09/2011 11:12 AM
Budget & Management	Merlen P. Munoz	09/09/2011 11:32 AM
Manuel Chapa	Manuel Chapa	09/09/2011 01:26 PM
Purchasing Department	Marty Salazar	09/09/2011 11:12 AM
Budget & Management	Merlen P. Munoz	09/09/2011 11:32 AM
Manuel Chapa	Manuel Chapa	09/09/2011 01:26 PM
Auditor's Office		

Form Started By: Marty Salazar Started On: 09/08/2011 12:20 PM

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, THE CITY OF EDINBURG, TEXAS AND THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Agreement is made on this the day of 6-21, 2011, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "**County,**" the EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "**ECISD,**" and the CITY OF EDINBURG, TEXAS hereinafter referred to as "**City**" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg Consolidated Independent School District through the County of Hidalgo applied for a Safe Routes to School Grant from the Texas Department of Transportation (the "Grant");

WHEREAS, though Minute Order No. 112268 on May 27, 2010 County was granted $1,134,430.00 through the Safe Routes to School Program (SRTS) Fund for the construction of improvements such as the construction of sidewalks, redesign of crosswalks and installation of bicycle racks in the vicinity of five (5) campuses located within the County belonging to ECISD (Carmen Avila Elementary School, San Carlos Elementary School, J.F. Kennedy Elementary School, Esparza Elementary School, and Betts Elementary School) (the "Project");

WHEREAS, County entered into three Advance Funding Agreements ("AFA") with the Texas Department of Transportation (the "State") for funds to construct the Project;

WHEREAS, County and ECISD originally entered into an Interlocal Agreement on February 1, 2011 (the "Original Agreement") to cooperate in constructing the Project and desire to amend and restate such agreement to amend and restate the terms of the Original Agreement and to add the City as a party;

WHEREAS, City desires to assist with the efforts of County and ECISD in the coordination of the Project;

WHEREAS, the County has determined that it will receive a benefit from the infrastructure improvements and has agreed to assist ECISD and the City;

WHEREAS, ECISD and City have determined that they will receive benefits from the infrastructure improvements and have agreed to assist County;

WHEREAS, ECISD, City, and County have agreed to cooperate in the improvements as further herein described; and

WHEREAS, ECISD, City, and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, ECISD and County hereby amend and restate the Original Agreement and ECISD, City and County, in consideration of the mutual covenants expressed hereinafter agree as follows:

1. The County serves as the lead agency for the Project and executed the AFA with the State. ECISD, City, and County will jointly coordinate the Request For Qualifications process and contract award for preliminary engineering and environmental assessment services. The County will provide any required submissions to the State as required by the AFA and the Grant.

2. The County, City and ECISD will participate in the RFQ process for the procurement of engineering services on the Project. All parties agree that such procurement shall be done in accordance with the procurement requirements of 23 C.F.R. § 172, if applicable, and Texas Government Code § 2254, *et.seq.* as amended (the "Procurement Laws"). A committee shall be created to coordinate the RFQ and contract award. Such committee shall consist of three individuals selected by ECISD, one individual selected by the County and one individual selected by the City (the "Committee"). The Committee shall present their recommendation of the contract award to the respective governing bodies of County, City and ECISD for approval and the parties will not withhold approval of the contract award to the recommended engineering firm chosen by the Committee unless the selection of such engineering firm was not done in compliance with the Procurement Laws. The County shall have the right to reject such recommendation if approval of such contract award will cause the County to breach its obligations under the AFA.

3. The County in conjunction with the ECISD and the City will coordinate the construction of the Project through the Texas Department of Transportation who will provide all construction services. All parties agree that the terms of the AFA related to construction of the Project, specifically Section 11, "Construction Responsibilities" will govern the construction of the Project and the parties, if applicable, will obtain any approvals required by the State before commencement of any construction work. The County and ECISD may agree by future mutual written agreement to evenly split the cost of any increase in the construction costs of the Project. The County and ECISD shall not be required to agree to any increase in the construction costs of the Project. County and ECISD agree to follow any procedures required by the State under the AFAs before approving any increase in the construction cost of the Project.

4. Upon final completion of construction of the Project, the County agrees to repair and maintain only those improvements located within the jurisdiction of the County right-of-way. Such repair and maintenance shall be done in accordance with the same standards the County would normally use to repair and/or maintain any improvements of similar nature located within the County right-of-way.

5. All engineering costs and environmental assessment costs shall be paid for by the County and, to the extent applicable, will submit the invoices to the State for reimbursement.

6. The City will cause the engineer chosen for the Project to segregate the invoices for the Project. The parties agree that the Engineer is to provide County with a separate invoice for services rendered for the Project herein described by this agreement only. The City will provide to County any documents related to the Project to County as soon as possible, but no later than three (3) business days, upon written request by the County.

7. County will designate personnel to assist with the coordination of the Project.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party, to the extent those such purchasing laws, regulations, policies, and procedures will not constitute a breach of any obligation under the AFA.

9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so a to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their 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(s) 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.

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

11. **Entire Agreement**: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Edinburg and County, 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 OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to ECISD:	Edinburg Consolidated Independent School District Attention : Dr. Rene Gutierrez, Superintendent of Schools 411 N. 8th St. Edinburg, Texas 78540
If to County:	County of Hidalgo Attention: Ramon Garcia, Hidalgo County Judge 1615 S. Closner, Ste. J Edinburg, Texas 78539-3523
If to City:	City of Edinburg, Texas Attn: MAYOR, RICHARD H. GARCIA 415 W. University Edinburg, Texas 78540

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

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

14. **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.

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

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

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

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

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

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

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

HIDALGO COUNTY, TEXAS

Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

5/31/11

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

David Torres, President, Board of Trustees

ATTEST:

By: _____
Ciro Trevino, Secretary, Board of Trustees

CITY OF EDINBURG

_____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra Ayala-Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

By: _____
Jacques Trevino
ECISD General Counsel

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

By: _____
_____, City Attorney

Approved by Commissioners' Court

On: 5/31/11

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
AMENDED & RESTATED
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project for the construction of improvements such as sidewalks, redesign of crosswalks and installation of bicycle racks in the vicinity of five (5) Edinburg Consolidated Independent School District campuses located within Hidalgo County:

Carmen Avila Elementary School
San Carlos Elementary School
J.F. Kennedy Elementary School
Esparza Elementary School
Betts Elementary School

through an Interlocal Cooperation Agreement to be entered into with the Edinburg Consolidated Independent School District, the City of Edinburg, Texas and Hidalgo County.

By vote on May 31, 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

APPROVED BY
COMMISSIONERS' COURT
5/31/11

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

Pursuant to Title 43, TAC §§25.500 – 25.505, Safe Routes to School Program, the Texas Transportation Commission (commission) may distribute designated federal funds to the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

A call for project applications for the Safe Routes to School Program, opening on August 28, 2009 and closing on November 30, 2009 was published in the *Texas Register* on August 17, 2009. The call requested applications for infrastructure and non-infrastructure projects. The Texas Department of Transportation Bicycle Advisory Committee and the project evaluation committee evaluated projects based on methodology developed in accordance with the selection criteria, pursuant to Title 43, TAC, §25.504. The Director of Traffic Operations reviewed the recommendations of the committees and compiled the recommendation for the commission.

In selecting the projects shown in Exhibit A, Infrastructure Projects, and Exhibit B, Non-Infrastructure Projects, the commission, pursuant to Title 43, TAC, §25.504, considered:

- the recommendations of the Director of Traffic Operations
- safety of the traveling public
- safety in and around school areas
- funding availability

IT IS THEREFORE ORDERED by the commission that the SAFE ROUTES TO SCHOOL PROGRAM – 2009 PROGRAM CALL projects, as shown in Exhibits A and B are approved and the executive director is directed to enter into any necessary agreements and proceed in the most feasible and economical manner with program development at an estimated infrastructure construction cost of $45,645,172 and non-infrastructure project cost of $8,437,928. Federal funding will consist of $54,083,100 apportioned under Section 1404 of Public Law 109-59, SAFETEA-LU.

Submitted and reviewed by:

Carol T. Rawson, P.E.

Director, Traffic Operations Division

Recommended by:

For Executive Director

112268 MAY 27 10

Minute Number | Date Passed

Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Austin	Bastrop	City of Elgin	County Line Road Safe Walking and Biking to Neidig Elementary and Elgin Middle School	Construct Sidewalks	$343,500
Austin	Bastrop	Texas Department of Transportation	Critical Safe Routes to School Pedestrian/Bicyclist Infrastructure for FM 1100 in Elgin, TX	Construct Sidewalks, Install Crosswalks, Construct Pedestrian Bridge	$499,200
Austin	Bastrop	City of Smithville	Smithville's Safe Routes to School Program	Construct Bike/Ped Path, Install Crosswalks, Install School Zone Signs	$212,789
Austin	Blanco	City of Johnson City	City of Johnson City Safe Routes to School - Phase 1	Construct Sidewalks, Install Crosswalks	$496,380
Austin	Hays	City of Buda	City of Buda 2009 Safe Routes to School Improvements	Construct Sidewalks, Construct Bike/Ped Path, Construct Pedestrian Bridge	$500,000
Austin	Travis	City of Austin	City of Austin Safe Routes to School Project	Construct Sidewalks	$500,000
Austin	Williamson	City of Georgetown	Mitchell Elementary Safe Route to School Implementation	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$399,280
Bryan	Brazos	City of Bryan	Johnson Elementary	Construct Sidewalks, Construct Bike/Ped Path, Install Crosswalks, Install School Zone Flasher	$141,091
Bryan	Brazos	City of Bryan	Bonham Elementary	Construct Sidewalks, Construct Bike/Ped Path, Install Crosswalks, Install School Zone Flasher	$160,603
Bryan	Brazos	City of Bryan	Navarro Elementary	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$205,410
Bryan	Brazos	City of Bryan	Crockett Elementary	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$118,857
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 1	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$249,375
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 2	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$253,480
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 3	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$278,080
Bryan	Walker	City of Huntsville	Mance Park Middle School	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$125,695
Bryan	Walker	City of Huntsville	Mance Park Middle School and Sam Houston Elementary School	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$228,305
Corpus Christi	San Patricio	City of Sinton	Sinton Sidewalk Development Project	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs	$500,000
Dallas	Collin	City of Murphy	North Murphy Road Pedestrian Enhanced Crosswalks and Traffic Calming.	Redesign Crosswalks and Traffic Calming Devices	$406,200
Dallas	Collin	City of Farmersville	City of Farmersville Pedestrian Walkway Improvements	Construct Sidewalks, Install School Zone Flasher, Install Speed Feedback Signs	$484,500
Dallas	Collin	City of Murphy	Sidewalks for Safe Walking and Biking Routes to Murphy Middle School	Construct Sidewalks, Install Crosswalks	$443,301
Dallas	Dallas	City of Rowlett	City of Rowlett Safe Routes to School Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$166,283
Dallas	Dallas	City of Richardson	Richland Elementary SRTS Application	Construct Sidewalks, Construct ADA Compliant Ramps	$343,250
Dallas	Dallas	City of Richardson	Yale Elementary SRTS Application	Construct Sidewalks, Construct ADA Compliant Ramps, Construct Bike Lanes	$479,000

Safe Routes to School (SRTS) Program
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District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Dallas	Denton	City of Krum	Krum Pedestrian Pathways Project - DES	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs	$356,525
Dallas	Denton	City of Krum	Krum Pedestrian Pathways Project - KEEC/DIS/KMS	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs, Install School Zone Flashers	$495,250
Dallas	Kaufman	City of Terrell	Terrell Independent School District, Safe Routes to School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$419,110
Dallas	Rockwall	City of Heath	City of Heath SRTS Plan, Pullen Elementary and Cain Middle School No. 1	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$243,715
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 2	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$216,841
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 3	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$265,640
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 4	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$294,387
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Desert Hills Elementary School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$366,705
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Frank Macias Elementary School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$425,505
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Horizon Heights Elementary School	Construct Sidewalks	$494,856
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Horizon Middle School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$360,495
El Paso	El Paso	Town of Horizon City	School Zone Flasher Installation for 6 Campuses in the Town of Horizon City	Install School Zone Flashers	$247,140
El Paso	El Paso	City of Socorro	City of Socorro Campestre Elementary SRTS Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install School Zone Signs, Install School Zone Flashers	$497,698
El Paso	El Paso	City of Socorro	City of Socorro Escontrias Elementary SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,995
El Paso	El Paso	City of Socorro	City of Socorro Hilley Elementary School SRTS Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,982
El Paso	El Paso	City of Socorro	City of Socorro Hueco Elementary School SRTS Project	Construct Sidewalks, Install School Zone Flashers	$499,685
El Paso	El Paso	City of Socorro	City of Socorro Rojas Elementary SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers	$499,808
El Paso	El Paso	City of Socorro	City of Socorro Salvador H. Sanchez Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,490
El Paso	El Paso	City of Socorro	City of Socorro, Socorro Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,989
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project Socorro Independent School District	Install School Zone Flashers	$356,837
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD Central Business District	Install School Zone Flashers	$376,100
El Paso	El Paso	City of Socorro	City of Socorro Ernesto Serna Elementary and Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,888
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD Central Region	Install School Zone Flashers	$376,100

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District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD North Central Region	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD Northern Region	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD West Region	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project-YISD Mission Valley and Northeast Regions	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project YISD North Region	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project YISD South Region	Install School Zone Flashers	$156,417
Fort Worth	Tarrant	City of Richland Hills	Richland Elementary - Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$491,616
Fort Worth	Tarrant	City of Keller	Safe Routes to School 2009 - Keller ISD	Redesign Crosswalks, Construct Pedestrian Refuge, Install Bike Lane, Install Speed Feedback Signs	$254,569
Fort Worth	Tarrant	City of Richland Hills	Binion Elementary - Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Construct ADA Ramps, Install Signs, Install Pavement Markings	$499,036
Fort Worth	Tarrant	City of Richland Hills	Richland Middle School-Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Construct ADA Ramps, Install Signs, Install Pavement Markings	$497,880
Fort Worth	Tarrant	City of Keller	City of Keller "Safe Routes to School" Infrastructure Project	Construct Sidewalks, Install Crosswalks	$443,658
Fort Worth	Tarrant	City of Haltom City	Academy at West Birdville - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install signs, Install pavement markings	$272,200
Fort Worth	Tarrant	City of Haltom City	Haltom Middle School - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install signs, Install pavement markings	$395,397
Fort Worth	Tarrant	City of Haltom City	North Oaks Middle School - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install Signs, Install Pavement Markings	$428,993
Houston	Harris	Harris County Precinct Two	Pedestrian Way Improvements, Alice Johnson Jr High, Channelview ISD, Harris County Precinct 2	Construct Sidewalks	$453,500
Houston	Harris	West Harris County Municipal Utility District No 9	Bang Elementary White Oak Bayou Multi-Use Trail	Construct Multi-Use Trail	$500,000
Lufkin	Nacogdoches	City of Nacogdoches	Carpenter Elementary School Sidewalk Project	Construct Sidewalks, Install Crosswalks	$435,973
Paris	Franklin	City of Mount Vernon	Safe Routes to Mount Vernon ISD Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$399,110
Paris	Hunt	City of Commerce	City of Commerce, Texas 2009 Safe Routes to School Project	Construct Sidewalks	$434,000
Paris	Hunt	City of Greenville	City of Greenville - Bowie Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$423,965
Paris	Hunt	City of Greenville	City of Greenville - Carver Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$431,855
Paris	Hunt	City of Greenville	City of Greenville - Crockett Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$324,535
Paris	Hunt	City of Greenville	City of Greenville - Lamar Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$425,125

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District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Paris	Lamar	City of Paris	City of Paris, TX and Paris ISD SRTS Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install Signs, Install Bike Lane	$360,000
Pharr	Cameron	City of Los Fresnos	Project Lanes Los Fresnos ISD	Construct Sidewalks	$346,225
Pharr	Hidalgo	City of La Feria	La Feria Lanes to Learning: Safety for Students	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$500,000
Pharr	Hidalgo	City of Edinburg	Eisenhower Elementary School and Memorial Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$370,000
Pharr	Hidalgo	City of Edinburg	Villarreal and Monte Cristo Elementary Schools SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,760
Pharr	Hidalgo	City of McAllen	Cavazos Elementary School SRTS Improvements	Construct Sidewalks	$286,870
Pharr	Hidalgo	City of Edinburg	De Zavala Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,900
Pharr	Hidalgo	City of Edinburg	Truman Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,870
Pharr	Hidalgo	Hidalgo County	Carmen Avila Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,200
Pharr	Hidalgo	City of Edinburg	Guerra Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,600
Pharr	Hidalgo	Hidalgo County	San Carlos Elementary School and J. F. Kennedy Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,070
Pharr	Hidalgo	City of Edinburg	Cano-Gonzalez Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$378,960
Pharr	Hidalgo	City of Edinburg	B. L. Garza Middle School	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,900
Pharr	Hidalgo	City of Edinburg	Treviño Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,760
Pharr	Hidalgo	Hidalgo County	Esparza Elementary School and Betts Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$371,360
Pharr	Hidalgo	City of Edinburg	Harwell Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,560
Pharr	Hidalgo	City of Edinburg	L. B. Johnson Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,480
Pharr	Hidalgo	City of Edinburg	Austin Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$372,650
Pharr	Hidalgo	City of Edinburg	De La Viña Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,560
Pharr	Hidalgo	City of Edinburg	Lincoln Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$369,875
Pharr	Hidalgo	City of Edinburg	Robert E. Lee Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,960
Pharr	Hidalgo	City of Edinburg	Jefferson Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,480
Pharr	Hidalgo	City of Edinburg	Canterbury Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,470

Safe Routes to School (SRTS) Program
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District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Pharr	Hidalgo	City of Edinburg	Travis Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$373,360
Pharr	Hidalgo	City of Edinburg	Jose De Escandon Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,490
Pharr	Hidalgo	City of Edinburg	South Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,470
Pharr	Hidalgo	City of Edinburg	Freddy Gonzalez Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,560
San Angelo	Tom Green	City of San Angelo	Safe Routes to School – Northeast San Angelo	Construct Sidewalks, Install Crosswalks	$499,998
San Antonio	Bexar	City of San Antonio	Northside ISD Safe Routes to School Program: Neff Middle School	Construct Sidewalks, Install Crosswalks, Pedestrian Bridge Improvements	$499,898
San Antonio	Bexar	City of San Antonio	Northside ISD Safe Routes to School Program: Glass Elementary School	Construct Sidewalks, Install Crosswalks, Pedestrian Bridge Improvements	$407,271
San Antonio	Guadalupe	City of Marion	The City of Marion Safe Routes to Schools Hike & Bike Pathways	Construct Sidewalks, Construct Bicycle Path, Install Crosswalk, Install Bike Racks	$499,815
Waco	Bell	City of Troy	Troy SRTS Infrastructure for Mays Elementary and Mays Middle School	Construct Ped/Bike Facility	$450,950
Waco	Bell	City of Belton	Belton 2009 Safe Routes to School-Phase 1	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$499,500
Waco	Bell	City of Temple	City of Temple - Lakewood	Construct Ped/Bike Trail	$496,725
Waco	Bell	City of Temple	City of Temple - Bonham	Construct Ped/Bike Trail	$498,983
Waco	Bosque	City of Valley Mills	Valley Mills 2009 Safe Routes to School - Phase 1	Construct Sidewalks, Install Traffic Signs, Install Crosswalks	$410,100
Waco	Hamilton	City of Hamilton	City of Hamilton 2009 Safe Routes to School Improvements	Construct Sidewalks, Construct Hike & Bike Trail, Install Crosswalks	$500,000
Waco	Hill	City of Covington	Covington 2009 Safe Routes to School-Phase 1	Construct Sidewalks, Construct Pedestrian Bridge, Install Crosswalk, Install Signs	$266,270
Waco	Hill	City of Hillsboro	City of Hillsboro / Hillsboro ISD Safe Routes to School (Hillsboro Junior High School)	Construct Sidewalks, Install Crosswalks, Construct Ped/Bike Facilities	$447,275
Waco	Limestone	City of Groesbeck	City of Groesbeck 2009 Safe Routes to School Improvements	Construct Sidewalks, Install Crosswalks, Install Signs	$500,000
Wichita Falls	Clay	City of Henrietta	City of Henrietta Pedestrian Walkway Improvements - HES	Construct Sidewalks, Install Crosswalks	$489,000
Wichita Falls	Clay	City of Henrietta	City of Henrietta Pedestrian Walkway Improvements - HJHS	Construct Sidewalks, Install Crosswalks	$499,742
Wichita Falls	Wichita	City of Wichita Falls	Southern Hills Elementary School Pedestrian Enhancements	Construct Sidewalks, Redesign Crosswalks, Install Pavement Markings	$114,300
Wichita Falls	Wichita	City of Wichita Falls	City View Elementary School Pedestrian Enhancements	Construct Sidewalks, Install Speed Feedback Signs, Install Pavement Marker	$298,425
Wichita Falls	Wichita	City of Wichita Falls	John Tower Elementary School Pedestrian Enhancements	Construct Sidewalks, Install Speed Feedback Signs, Redesign Crosswalks, Install Pavement Markers	$315,304
Yoakum	Austin	City of Sealy	City of Sealy 2009 Safe Routes to School Improvements	Construct Sidewalks, Install Crosswalks, Pedestrian and Bicycle Improvements	$500,000

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District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Yoakum	Calhoun	City of Port Lavaca	Port Lavaca Safe Routes Project	Construct Sidewalks, Install Signs, Install Pavement Markings	$302,040
Yoakum	Matagorda	City of Palacios	Palacios Construct a Pedestrian/Bicycle Walking Bridge	Construct Pedestrian/Bicycle Bridge	$33,040
Yoakum	Matagorda	City of Palacios	Palacios Construct Sidewalks Connecting Schools	Construct Sidewalks	$423,500
Yoakum	Wharton	City of East Bernard	East Bernard Pedestrian Walkway Project	Construct Sidewalks, Install Crosswalks	$500,000
Total					$45,645,172

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District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
Austin	Bastrop	City of Smithville	Smithville's Safe Routes to School Program	Education, Encouragement, Enforcement, Evaluation Activities	$10,612
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Bedichek	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Kealing	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Blackshear Oak Springs	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Odom/St. Elmo	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Pickle	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Wooldridge	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Wooten/Andrews	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Zavala/Martin	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Palm/Widen	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Williamson	City of Georgetown	Mitchell Elementary Safe Route to School Implementation	Education, Encouragement, Enforcement, Evaluation Activities	$35,000
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Botello, Bowie, Miller, Moreno	Safety Education and Public Awareness Programs	$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Cary, Hernandez, Maple Lawn, Rusk	Safety Education and Public Awareness Programs	$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Comstock, Florence, Gill, Hood	Safety Education and Public Awareness Programs	$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Peabody	Safety Education and Public Awareness Programs	$16,938
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Rogers	Safety Education and Public Awareness Programs	$16,938
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Sanger	Safety Education and Public Awareness Programs	$16,938
Dallas	Rockwall	City of Heath	Non-Infrastructure Implementation of City of Heath Safe Routes to School Plan	Education, Encouragement, Enforcement, Evaluation Activities	$13,800
El Paso	El Paso	El Paso Independent School District	AOY Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Bonham Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Beall Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Bond Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000

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District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
El Paso	El Paso	El Paso Independent School District	Bradley Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Zavala Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Zach White Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Whitaker Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Burleson Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Burnet Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Cielo Vista Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Clardy Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Clendenin Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Coldwell Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Collins Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Cooley Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Crockett Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Crosby Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Douglass Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Dowell Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Dr. Green Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Dr. Nixon Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Fannin Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Guerrero Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Hart Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Hawkins Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Hillside Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000

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District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
El Paso	El Paso	El Paso Independent School District	Houston Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Hughey Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Johnson Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Kohlberg Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Lamar Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Lee Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Logan Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Mesita Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Moreno Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Newman Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Park Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Polk Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Putnam Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Rivera Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Roberts Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Rusk Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Schuster Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Stanton Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Western Hills Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	Socorro Independent School District	O'Shea Crusaders for Safety: Safe Routes to School	Education, Encouragement, Enforcement, Evaluation Activities	$35,218
El Paso	El Paso	El Paso Independent School District	Travis Elementary School SRTS Improvements	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Vilas Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Fort Worth	Tarrant	City of Richland Hills	City of Richland Hills Encouragement and Education Implementation	Education, Encouragement, Enforcement, Evaluation Activities	$93,150

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District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
Houston	Harris	Gus Oleson Elementary School	Non-infrastructure improvements to Gus Oleson Elementary School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	$41,060
Houston	Harris	Bill Worsham Elementary School	Non-infrastructure improvements to Bill Worsham Elementary School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	$43,910
Houston	Harris	Ruby M. Reed Academy	Non-infrastructure improvements to Ruby M. Reed Academy, East Aldine District, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	$30,865
Houston	Harris	Vera Escamilla Intermediate School	Non-infrastructure improvements to Vera Escamilla Intermediate School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	$38,890
San Antonio	Bexar	Northside ISD	Northside ISD - Powell Elementary	Education, Encouragement, Enforcement, Evaluation Activities	$80,962
San Antonio	Bexar	Northside ISD	Northside ISD - Glenoaks Elementary	Education, Encouragement, Enforcement, Evaluation Activities	$79,106
San Antonio	Bexar	Northside ISD	Northside ISD - Colby Glass Elementary	Education, Encouragement, Enforcement, Evaluation Activities	$78,154
San Antonio	Bexar	Northside ISD	Northside ISD - Neff Middle School	Education, Encouragement, Enforcement, Evaluation Activities	$67,866
Statewide	All	BWR	Safe Routes to School Training - Statewide	Training, Public Information & Education, Technical Assistance	$348,306
Statewide	All	Bike Texas Education Fund	Safe Routes to School Statewide Teacher Certification Program	Train & Certify Physical Education Teachers & Public Safety Professionals	$483,698
Statewide	All	Bike Texas Education Fund	Safe Routes to School Statewide Resources Distribution Program	Distribution of Public Information & Education Materials	$493,582
Statewide	All	Bike Texas Education Fund	Safe Routes Bike/Walk Our Rich Texas History	Development of Website to Encourage Bicycling/Walking	$410,429
Total					**$8,437,928**

AI-28500 **22. C. 2.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Marcos Lopez, Pct 4 (Gloria) **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM is going to address the funding source for this item.

Attachments

contract

WA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Manuel Chapa Auditor's Office		

Form Started By: Monica Badillo Started On: 09/09/2011 10:23 AM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-234-09-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for the **"FM 1925 (from Kenyon Road to FM 907 (Old Alamo Road))"** project for **Hidalgo County Precinct No. 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:

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.

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 terminate upon completion of projects (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 ***Basic 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 "D1"-*Fee Schedule***, 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** funds 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 there from 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 **1615 S. Closner, Suite J** **Edinburg, Texas 78539**	**L & G Consulting Engineers , Inc.** **2100 West Expwy 83** **Mercedes, Texas 78570**

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 _____ day of _____, 2011.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

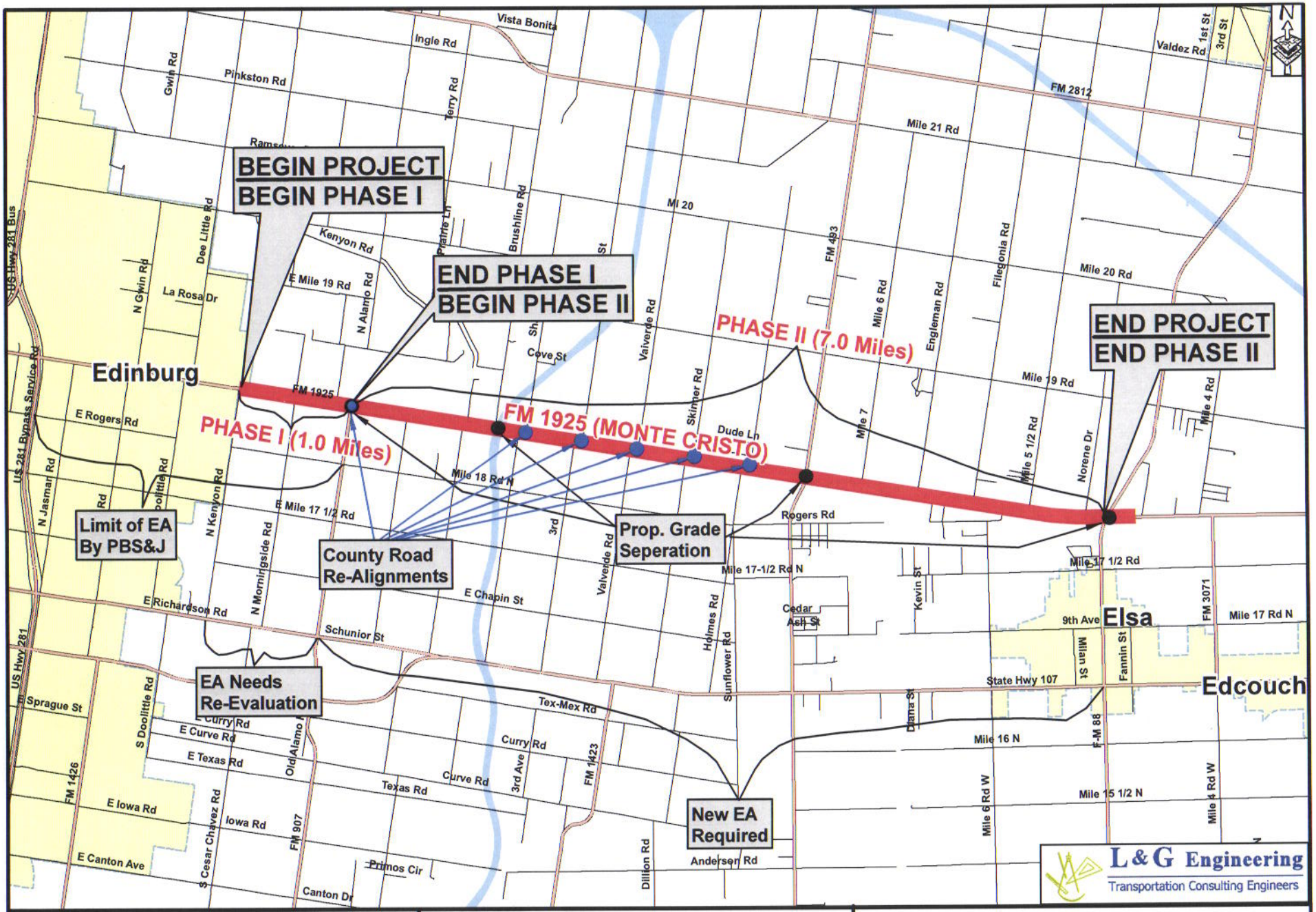
Approved on Commissioners' Court:

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

By:_____

ATTACHMENTS:

LOCATION MAP
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 -Contract Rates
EXHIBIT D1 - Fee Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*



FM 1925
LOCATION MAP

APPROX. PROJECT LENGTH 8.0 MILES

LEGEND

- FM 1925
- CITY LIMITS
- STATE ROADS
- STREETS
- HIDALGO COUNTY RMA
- FUTURE HIDALGO LOOP PROJECT

6,000 3,000 0 6,000

Feet

1 inch = 6,000 feet

G:\FM1925 1-18-07\FM1925 LOCATION 6-15-10.mxd

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County: Hidalgo County

Control: 1803-02-028

Project/Description: Schematic Design, Right-of-Way Mapping, Acquisition Services and PS&E Design for the FM 1925 Project

Length: 1.0 Mile

Highway: FM 1925

Limits: from Kenyon Road to FM 907 (Old Alamo Road) - (1.0 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: Engineer	County		
NO	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
YES	NO		a. Pavement
NO	NO		b. Retaining Walls
NO	NO		c. Miscellaneous Structures
NO	NO		d. Bridges

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: Engineer	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
NO	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment anticipating a Finding of No Significant Impact will be coordinated with TxDOT on the prior EA completed 9 years ago.
NO	NO	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
NO	NO	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
NO	NO	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the **Engineer**. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. Limited public involvement shall be scheduled, coordinated and conducted with affected Property Owners as required.
NO	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contacts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by TxDOT, shall be provided.
NO	NO	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the ENGINEER.
NO	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
NO	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
NO	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: Engineer	COUNTY	
NO	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
		4. Noise and Air Quality Analyses
NO	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
NO	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
NO	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultation may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
NO	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
NO	NO	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the County has given the engineer written approval of the final location of the proposed ROW lines as approved by TxDOT.

YES NO 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the County and State
   a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Plats and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA

Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General

a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats

a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. State, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence

___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inlets, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).
(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
(9) Tie Horizontally and Vertically any existing storm drain system that lies within the existing proposed ROW including the pipe inverts/flow lines and elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)
Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:
(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide a Field Book to the engineer.
(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities along the outfalls identified on the Hydrologic Map.

Driveways and Turnouts
(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
(d) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (12) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO NO (13) Soil core hole staking -
YES NO (14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES NO (15) Profiles of existing drainage facilities
NO NO (16) Measurement of hydraulic opening under existing bridges
YES NO (17) Obtain elevations of manholes and valves of utilities
YES NO (18) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES NO (19) Ties to existing bridges or culverts that may conflict with new construction.
N/A N/A (20) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES NO (21) Inventory signs, mailboxes, and driveways
YES NO (22) Survey controlled data sheets per TxDOT guidelines.

N/A N/A 2. Photogrammetric Products
a. Uncontrolled Photography
(1) Contact Prints
(2) Mosaics
(3) Digital ortho plots
b. Mapping
(1) Planimetric Maps
(2) Contour Maps
(3) Cross Sections
(4) Profiles
(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer County

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment
YES NO b. Schematic Layout
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
   (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
   (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
   (4) The tentative ROW limits.
      (a) Provide a roadway Microstation file of the preliminary earthwork to verify ROW requirements.
      (b) Provide a graphics file containing the approved schematic.
   (5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway lanes, ramps, frontage roads, and cross roads.
   (6) The current and projected traffic volumes as provided by TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
   (7) The control of access lines if Interstate or designated under House Bill 179.
   (8) Direction of traffic flow on all roadways.
   (9) Location and width of median openings for highway without access control.
   (10) The geometric of speed change (acceleration, deceleration, climbing) lanes.
   (11) Complete & provide the TxDOT Schematic Checklist.

Services Provided By: Engineer	County	
YES	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

   The layout shall be submitted for two-lane highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY and TxDOT have given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish project files that are compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

NO	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
N/A	N/A	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes
YES	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties
YES	NO	i.	Rehabilitation Investigations
YES	NO		(1) Core Hole Survey (Show cost estimate with Function Code 110) (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY & STATE.**

1. Hydrologic Studies, Discharges

YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination

2. Hydraulic Drainage Study and Documentation

		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
NO	NO	c.	Pump stations
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By:
Engineer County

YES NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO 2. Summary of Small Signs Tabulation

NO NO 3. Summary of Large Signs Tabulation including all Guide Signs

YES NO 4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer County

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at all locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO	NO	c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
YES	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
NO	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
YES	NO		a. Utility Agreements
YES	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
YES	NO		e. Traffic Signal Agreements
YES	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	____
NO	NO	(2) Overpass(es)	____
N/A	N/A	(3) Main Lanes	____
N/A	NA	(4) Direct Connector(s)	____
N/A	N/A	(5) Ramp Bridge(s)	____
NO	N/A	(6) Waterway Structure(s)**	____
N/A	N/A	(7) Pedestrian Structure(s)	____
N/A	N/A	(8) Utility Structure(s)	____
N/A	N/A	(9) Railroad Underpass(es)	____
N/A	N/A	(10) Railroad Overpass(es)	____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	____
		b. Existing Structure(s)	____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	____
NO	NO	(2) Bridge Replacement	____
NO	NO	(3) Raising Bridge Elevation	____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____
N/A	N/A	(5) Railroad Overpass(es)	____
N/A	N/A	(6) Railroad Underpass(es)	____
N/A	N/A	(7)	____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	

2. Preparation of Bridge Layouts (each bridge) (Continued)

   b. Bridge Layouts (ELEVATION)
      (1) Type of foundation.
      (2) Finished grade elevations at beginning and end of bridge.
      (3) Overall length of structure.
      (4) Length, type of spans and units.
      (5) Type of railing.
      (6) Minimum calculated vertical clearance(s).
      (7) Existing and proposed ground lines clearly marked.
      (8) Grid elevations and stations.
      (9) Bent numbers encircled.
      (10) Stationing of bridge compatible with grid stations.
      (11) Standard title.
      (12) Profile grade data.
      (13) Type of riprap.
      (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
      (15) Fixed/expansion condition of all bents.
      (16) Column "H" heights.
      (17) Number, size and length of foundations.
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW). (Recorded HW and date if available.)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

NO	NO	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4.	Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5.	Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6.	Bridge Special Provisions and Specifications (each bridge)
NO	NO	7.	Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County
NO	

8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 – ACQUISITION PROVIDER SERVICES

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to the County of Hidalgo. Written approval by the County required for any exception. Title Insurance shall be paid for by Hidalgo County.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of

permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to the County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services (N/A)

1) There are an estimated 0 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively. (N/A)

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement. (N/A)

9) Condemnation Support

a) Pre-Hearing Support

i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.

iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.

viii) Upon assignment of a court, the Court Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the County.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

9/9/2011

TASK AND DESCRIPTION	FIRM	2012 OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2013 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Work Authorization No. 1																												
Project Planning																												
Obtain Right of Entry (Surveying)	RODS																											
Existing Right-Of-Way Layout	RODS																											
Hydrologic Map	L&G																											
Utility Coordination	L&G																											
Coordination with Irrigation District	L&G																											
Schematic & Environmental Doc Development																												
Develop Schematic with Outfalls	L&G																											
Meet w/TxDOT & Revise Schematic as per Comments	L&G																											
TxDOT & County approves Schematic	TxDOT																											
Review Previously Completed EA	L&G																											
Meet with TxDOT regarding Environmental Document	L&G																											
Prepare Environmental Documental to District	L&G																											
Meet with affected Property Owners (MAPO)	L&G																											
Prepare summary of MAPO	TxDOT																											
Approval by TxDOT/FHWA	TxDOT																											
ROW Mapping (Approx. 15 Parcels)																												
Develop ROW Map, Parcel Sketches & Field Notes	L&G																											
TxDOT Review	TxDOT																											
Revisions as per TXDOT Comments	L&G																											
TxDOT Approve ROW Map	TxDOT																											
ROW Acquisition (Approx. 15 Parcels)																												
Project Administration	L&G																											
Coordination with County and TxDOT	L&G																											
Title Commitments	L&G																											
Appraisal Reports	L&G																											
Appraisal Review Reports	L&G																											
Appraisal Update Reports	L&G																											
Approved Values by TxDOT	TxDOT																											
Acquisition Negotiation Offers	L&G																											
Title Curative Process	L&G																											
Title Commitment Updates	L&G																											
Payments for Parcels	L&G																											
L&G Condemnation Support Process	L&G																											
Eminent Domain Proceedings by County	County																											
Title Insurance Policies	L&G																											
Consummation of Outstanding Cases	L&G																											
Work Authorization No. 2																												
PS&E																												
Design Surveys	RODS																											
Complete Intersection Layouts	L&G																											
Roadway Design, x-sections, earthwork, etc.	L&G																											
Design Hydraulic Structures, Outfalls, etc.	L&G																											
Design Storm Drain System	L&G																											
Signing and Pav't Markings	L&G																											
Traffic Control Plan	L&G																											
Utility Coordination	L&G																											
Specifications, General Notes, Estimates	L&G																											
TxDOT Review	TxDOT																											
REVISIONS BY L&G AS RECEIVED FROM TXDOT	L&G																											
TxDOT PROCESS FOR LETTING AT AUSTIN	TxDOT																											
Estimated Construction Letting	TxDOT																											
Construction																												
Construction Inspection assisting TxDOT	L&G													ESTIMATED 12 MONTHS CONSTRUCTION														

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

EXHIBIT D
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rates 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 72.00	$ 210.96	$ 217.29	$ 223.81
Senior Engineer	$ 60.00	$ 175.80	$ 181.07	$ 186.51
Project Engineer	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Design Engineer	$ 38.00	$ 111.34	$ 114.68	$ 118.12
EIT	$ 26.00	$ 76.18	$ 78.47	$ 80.82
Senior Engineer Tech	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Engineer Tech	$ 24.00	$ 70.32	$ 72.43	$ 74.60
CADD Operator	$ 21.00	$ 61.53	$ 63.38	$ 65.28
ROW Administrator	$ 34.00	$ 99.62	$ 102.61	$ 105.69
ROW Negotiator	$ 31.00	$ 90.83	$ 93.55	$ 96.36
Biologist	$ 16.00	$ 46.88	$ 48.29	$ 49.73
Senior Environmental Scientist/Specialist	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Environmental Secientist/ Specialist	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Admin/Clerical	$ 18.00	$ 52.74	$ 54.32	$ 55.95

Negotiated Overhead Rate: 161.75%
Negotiated Profit Rate: 12.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Approved (JG) 07/15/2011
Revision No. 4

EXHIBIT "D-1"
FEE SCHEDULE (Part I of Phase I Only)
FM 1925 Project

ROADWAY PROJECT:	FM 1925 PROJECT
LIMITS: ... **PHASE I**	Kenyon East to FM 907
LIMITS: ... **PHASE II**	FM 907 East to FM 88
EXISTING ROADWAY SECTION:	40' -- Rurual
EXISTING ROW WIDTH:	80 Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban with Grade Separations (FM 907, Hid Loop, FM 493 & FM 88)
PROPOSED ROW WIDTH:	Varies 120ft - 150ft
ESTIMATED CONSTRUCTION COST **PHASE I**	**$4,000,000.00**
ESTIMATED CONSTRUCTION COST **PHASE II ROADWY FM1925**	$28,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II COUNTY ROAD CONNECTIONS**	$6,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II OVERPASSES (4 ESTIMATED)**	$35,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II**	**$69,000,000.00**
LENGTH: **PHASE I**	1 Miles
LENGTH: **PHASE II**	7 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1 (Part I of Phase I)		
PHASE I - PLANNING & PUBLIC INVOLVEMENT		
Schematic **PHASE I**		$ 57,600.00
Hydrological Map		$ 30,000.00
Surveys for Schematic (Preliminary ROW Mapping, H&V Control) **PHASE I**		$ 20,000.00
Coordiate Environmental Assessment with TxDOT **PHASE I**		$ 35,000.00
Limited Public Involvement for Environmental Assessment **PHASE I**		$ 20,000.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 162,600.00**
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Compensible Utilities, Management Oversight	$ -	$ 22,500.00
ROW Map (ESTIMATED 15 PARCELS)		$ 52,500.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 75,000.00**
PHASE I- ROW ACQUISTION		
Right-of-Way Costs - Acq.Services @ (est. 15 Parcels @ $12,800/Parcel Avg.)		$ 192,000.00
Roadway Right-of-Way Costs - (40 ft. for 1 mile @ $3.00/sq ft)(STATE 98%)(LOCAL=2%) After "EDC"	$ 620,928.00	$ 12,672.00
Relocated Homes/Businesses	$ -	$ -
Transmission line Adjustments and High Pressure Gas lines (STATE 98%)(LOCAL=2%)	$ -	$ -
SUB-TOTAL BUDGET FY 2012	$ 620,928.00	**$ 204,672.00**
TOTAL PART I OF PHASE I		**$ 429,600.00**
WORK AUTHORIZATION NO. 2 (Part II of Phase I)		
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Field Surveys for Design and Construction		$ 40,000.00
PS&E Development		$ 320,000.00
Signal Design		$ 60,000.00
Permitted Utilities Coordination	$ -	$ 22,500.00
SUB-TOTAL	$ -	**$ 442,500.00**
PHASE I - CONSTRUCTION		
ROADWAY CONSTRUCTION COST	$ 4,000,000.00	
TxDOT Construction Inspection (11%)	$ 440,000.00	
L&G Construction Management		$ 56,000.00
SUB-TOTAL	$ 4,440,000.00	**$ 56,000.00**
TOTAL PART II OF PHASE I		**$ 498,500.00**
SUB-TOTAL	**$5,060,928.00**	**$ 940,772.00**

Work Authorization No. 1 (Part I of Phase I)	**FY 12**	$ 429,600.00
Work Authorization No. 2 (Part II of Phase I)		$ 498,500.00

State Estimated Cost

Local Estimated Cost

9/7/2011

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, 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.

SAMPLE

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 6** 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 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** _____, Commissioner _____ as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY

BY:_____

SAMPLE

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 ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

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 "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2011 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

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

SAMPLE

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 _____, 2011.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2011

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 Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS:
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Com — 33138 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Hartford Casualty Ins Co — 29424 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	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 Y/N		X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

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

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Marth L Salazar, CPPB
2812 S 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

Brian E Lewis

DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

** Supplemental Name **
First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC,L & G Consulting Engineers, In

Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.
Waiver of Subrogation in favor of Certificate Holder.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-234-09-13
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Roadway Schematic, Hydrologic Map, Schematic Surveys, Coordinate Environmental Assessment with TxDOT, Limited Public Involvement for Environmental Assessment, Compensable Utilities Management Oversight, ROW Map, Right-of-Way Acquisition Services for the FM 1925 Project (Phase I) from Kenyon Road to FM 907 (Old Alamo Road).

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 $429,600.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" – Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 1-1336-431-00-124-076-0-731
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – 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 Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on August 9, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

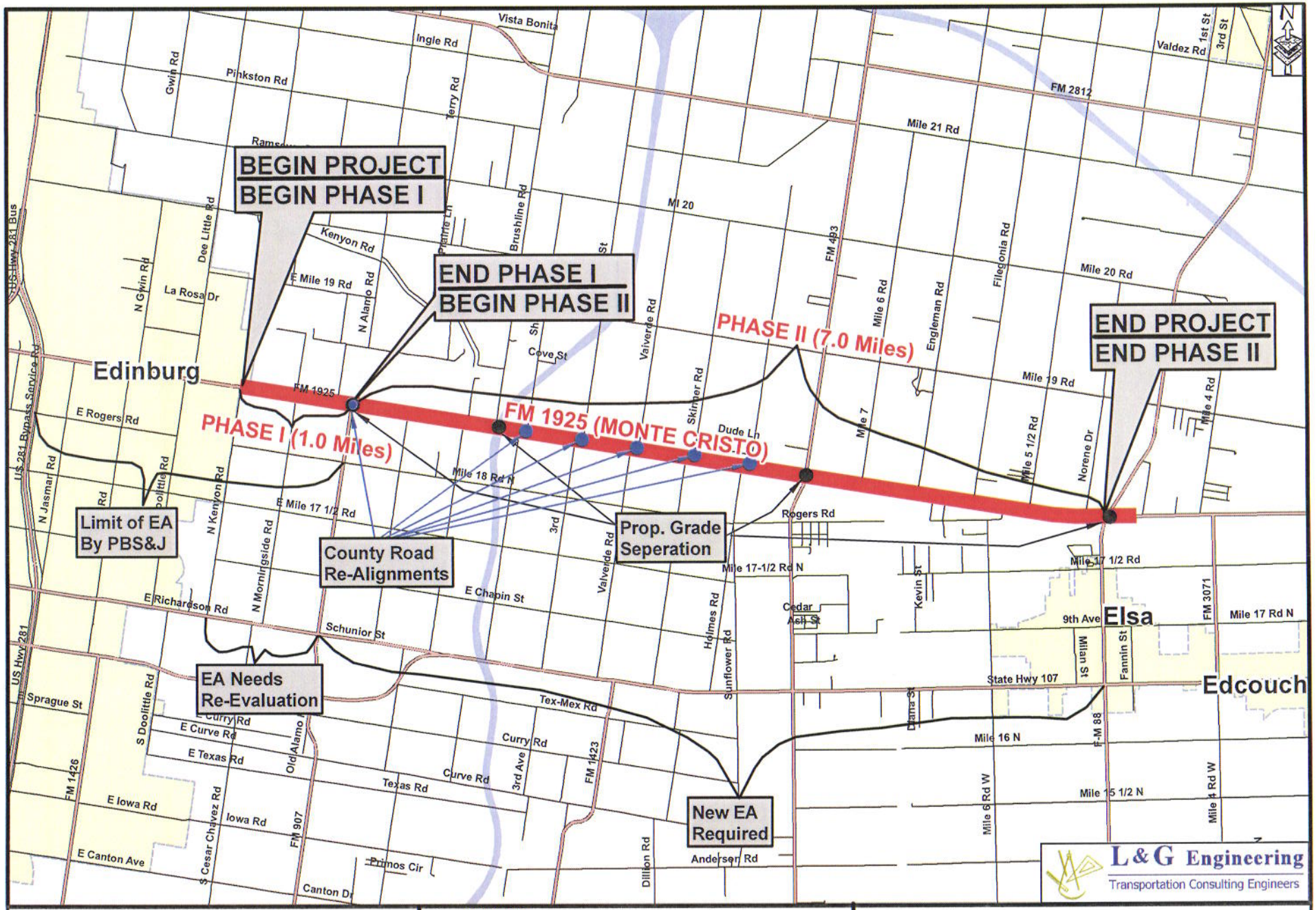
By: Ramon Garcia,
County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule



FM 1925
LOCATION MAP

APPROX. PROJECT LENGTH 8.0 MILES

LEGEND

- FM 1925
- CITY LIMITS
- STATE ROADS
- STREETS
- HIDALGO COUNTY RMA
- FUTURE HIDALGO LOOP PROJECT

6,000 3,000 0 6,000
Feet

1 inch = 6,000 feet

G:\FM1925 1-18-07\FM1925 LOCATION 6-15-10.mxd

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County: Hidalgo County

Control: 1803-02-028

Project/Description: Schematic Design, Right-of-Way Mapping, Acquisition Services for the FM 1925 Project

Length: 1.0 Mile

Highway: FM 1925

Limits: from Kenyon Road to FM 907 (Old Alamo Road) - (1.0 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: Engineer	County		
NO	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
YES	NO		a. Pavement
NO	NO		b. Retaining Walls
NO	NO		c. Miscellaneous Structures
NO	NO		d. Bridges

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: Engineer	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
NO	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment anticipating a Finding of No Significant Impact will be coordinated with TxDOT on the prior EA completed 9 years ago.
NO	NO	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
NO	NO	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
NO	NO	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the **Engineer**. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. Limited public involvement shall be scheduled, coordinated and conducted with affected Property Owners as required.
NO	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contacts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by TxDOT, shall be provided.
NO	NO	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the ENGINEER.
NO	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
NO	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
NO	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: Engineer	COUNTY	
NO	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
		4. Noise and Air Quality Analyses
NO	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
NO	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
NO	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultation may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
NO	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
NO	NO	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the County has given the engineer written approval of the final location of the proposed ROW lines as approved by TxDOT.

YES NO 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the County and State
   a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Plats and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA
Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General
a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats
a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. State, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

** DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence

___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: Engineer	County	
		1. Field Surveying
NO	NO	a. Primary Project Control - 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
NO	NO	b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO		(2) Photogrammetric ground control
NO		(a) Establish horizontal control
NO		(b) Establish vertical control points
NO		(c) Place and maintain control point targets
NO	NO	c. Other Field Surveying (1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. (4) Field locate cross culverts, driveway culverts, inlets, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor. (6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).
(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
(9) Tie Horizontally and Vertically any existing storm drain system that lies within the existing proposed ROW including the pipe inverts/flow lines and elevation of the outfall of said recovered existing storm drain systems.

NO NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)
Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

NO NO (11) Additional Field Surveying as shown below:
(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide a Field Book to the engineer.
(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities along the outfalls identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
(d) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

NO NO (12) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO NO (13) Soil core hole staking -
NO NO (14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
NO NO (15) Profiles of existing drainage facilities
NO NO (16) Measurement of hydraulic opening under existing bridges
NO NO (17) Obtain elevations of manholes and valves of utilities
NO NO (18) Provide temporary signs, traffic control, flags, safety equipment, etc.
NO NO (19) Ties to existing bridges or culverts that may conflict with new construction.
N/A N/A (20) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
NO NO (21) Inventory signs, mailboxes, and driveways
NO NO (22) Survey controlled data sheets per TxDOT guidelines.

N/A N/A 2. Photogrammetric Products
a. Uncontrolled Photography
(1) Contact Prints
(2) Mosaics
(3) Digital ortho plots
b. Mapping
(1) Planimetric Maps
(2) Contour Maps
(3) Cross Sections
(4) Profiles
(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer County

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment
YES NO b. Schematic Layout
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
   (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
   (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
   (4) The tentative ROW limits.
      (a) Provide a roadway Microstation file of the preliminary earthwork to verify ROW requirements.
      (b) Provide a graphics file containing the approved schematic.
   (5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway lanes, ramps, frontage roads, and cross roads.
   (6) The current and projected traffic volumes as provided by TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
   (7) The control of access lines if Interstate or designated under House Bill 179.
   (8) Direction of traffic flow on all roadways.
   (9) Location and width of median openings for highway without access control.
   (10) The geometric of speed change (acceleration, deceleration, climbing) lanes.
   (11) Complete & provide the TxDOT Schematic Checklist.

Services Provided By: Engineer	County	
YES	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

The layout shall be submitted for two-lane highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY and TxDOT have given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish project files that are compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

NO	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
NO	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
NO	NO	c.	Design Cross Sections
NO	NO	d.	Determine Cut and Fill Quantities
N/A	N/A	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
NO	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure.
NO	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes
NO	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
NO	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
NO	NO	e.	Basic Design Criteria
NO	NO	f.	Life Cycle Cost Analysis (es)
NO	NO	g.	Cost Data
NO	NO	h.	Pavement Material Properties
NO	NO	i.	Rehabilitation Investigations
NO	NO		(1) Core Hole Survey (Show cost estimate with Function Code 110) (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By:
Engineer County

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY & STATE**.

1. Hydrologic Studies, Discharges

YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination

2. Hydraulic Drainage Study and Documentation

		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
NO	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
NO	NO		(1) New culverts
NO	NO		(2) Culvert widening and/or lengthening
NO	NO		(3) Culvert replacements
		b.	Storm sewers
NO	NO		(1) New storm sewers
NO	NO		(2) Modify existing storm sewers
NO	NO		(3) Inlets
NO	NO		(4) Manholes
NO	NO		(5) Trunk lines
NO	NO	c.	Pump stations
NO	NO	d.	Subsurface drainage at retaining walls
NO	N/A	e.	Outfall channel(s) within the ROW
NO	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
NO	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
NO	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By: Engineer	County		
NO	NO	1.	Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

NO	NO	2.	Summary of Small Signs Tabulation
NO	NO	3.	Summary of Large Signs Tabulation including all Guide Signs
NO	NO	4.	Sign Detail Sheets

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	NO	(2) Photographs as appropriate
NO	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
NO	NO	(a) Existing
NO	NO	(b) Estimated
NO	NO	(c) Projected
NO	NO	(d) Pedestrian
NO	NO	(5) Traffic Survey - Count Analysis
NO	NO	(6) Recommendation based on above data
NO	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By: Engineer	County	
		5. Traffic Signals (Continued)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	NO	(a) Confirm power source
NO	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
NO	NO	(c) Adjustment of overhead utility lines
NO	NO	(2) Prepare governing specifications and special provisions list
NO	NO	(3) Prepare project estimate
NO	NO	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

NO NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO	NO	c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
NO	NO		a. Erosion Control
NO	NO		b. Landscape Development
NO	NO	5.	Compute and Tabulate Quantities
NO	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
NO	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
NO	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
NO	NO		a. Utility Agreements
NO	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
NO	NO	9.	Estimate
NO	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	____
NO	NO	(2) Overpass(es)	____
N/A	N/A	(3) Main Lanes	____
N/A	NA	(4) Direct Connector(s)	____
N/A	N/A	(5) Ramp Bridge(s)	____
NO	N/A	(6) Waterway Structure(s)**	____
N/A	N/A	(7) Pedestrian Structure(s)	____
N/A	N/A	(8) Utility Structure(s)	____
N/A	N/A	(9) Railroad Underpass(es)	____
N/A	N/A	(10) Railroad Overpass(es)	____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	____
		b. Existing Structure(s)	____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	____
NO	NO	(2) Bridge Replacement	____
NO	NO	(3) Raising Bridge Elevation	____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____
N/A	N/A	(5) Railroad Overpass(es)	____
N/A	N/A	(6) Railroad Underpass(es)	____
N/A	N/A	(7)	____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	
		2. Preparation of Bridge Layouts (each bridge) (Continued)
		b. Bridge Layouts (ELEVATION) (1) Type of foundation. (2) Finished grade elevations at beginning and end of bridge. (3) Overall length of structure. (4) Length, type of spans and units. (5) Type of railing. (6) Minimum calculated vertical clearance(s). (7) Existing and proposed ground lines clearly marked. (8) Grid elevations and stations. (9) Bent numbers encircled. (10) Stationing of bridge compatible with grid stations. (11) Standard title. (12) Profile grade data. (13) Type of riprap. (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale. (15) Fixed/expansion condition of all bents. (16) Column "H" heights. (17) Number, size and length of foundations.
		c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW). (Recorded HW and date if available.) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
NO	NO	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5. Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6. Bridge Special Provisions and Specifications (each bridge)
NO	NO	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County	
NO		8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 **– ACQUISITION PROVIDER SERVICES**

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to the County of Hidalgo. Written approval by the County required for any exception. Title Insurance shall be paid for by Hidalgo County.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of

permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to the County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services (N/A)

1) There are an estimated 0 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively. (N/A)

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement. (N/A)

9) Condemnation Support

a) Pre-Hearing Support

i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.

iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.

viii) Upon assignment of a court, the Court Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

9/9/2011

TASK AND DESCRIPTION	FIRM	2012																2013											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Work Authorization No. 1																													
Project Planning																													
Obtain Right of Entry (Surveying)	RODS																												
Existing Right-Of-Way Layout	RODS																												
Hydrologic Map	L&G																												
Utility Coordination	L&G																												
Coordination with Irrigation District	L&G																												
Schematic & Environmental Doc Development																													
Develop Schematic with Outfalls	L&G																												
Meet w/TxDOT & Revise Schematic as per Comments	L&G																												
TxDOT & County approves Schematic	TxDOT																												
Review Previously Completed EA	L&G																												
Meet with TxDOT regarding Environmental Document	L&G																												
Prepare Environmental Documental to District	L&G																												
Meet with affected Property Owners (MAPO)	L&G																												
Prepare summary of MAPO	TxDOT																												
Approval by TxDOT/FHWA	TxDOT																												
ROW Mapping (Approx. 15 Parcels)																													
Develop ROW Map, Parcel Sketches & Field Notes	L&G																												
TxDOT Review	TxDOT																												
Revisions as per TXDOT Comments	L&G																												
TxDOT Approve ROW Map	TxDOT																												
ROW Acquisition (Approx. 15 Parcels)																													
Project Administration	L&G																												
Coordination with County and TxDOT	L&G																												
Title Commitments	L&G																												
Appraisal Reports	L&G																												
Appraisal Review Reports	L&G																												
Appraisal Update Reports	L&G																												
Approved Values by TxDOT	TxDOT																												
Acquisition Negotiation Offers	L&G																												
Title Curative Process	L&G																												
Title Commitment Updates	L&G																												
Payments for Parcels	L&G																												
L&G Condemnation Support Process	L&G																												
Eminent Domain Proceedings by County	County																												
Title Insurance Policies	L&G																												
Consummation of Outstanding Cases	L&G																												

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

EXHIBIT "D"
FEE SCHEDULE (Part I of Phase I Only)
FM 1925 Project

ROADWAY PROJECT:	FM 1925 PROJECT
LIMITS: ...**PHASE I**	Kenyon East to FM 907
LIMITS: ... **PHASE II**	FM 907 East to FM 88
EXISTING ROADWAY SECTION:	40' -- Rurual
EXISTING ROW WIDTH:	80 Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban with Grade Separations (FM 907, Hid Loop, FM 493 & FM 88)
PROPOSED ROW WIDTH:	Varies 120ft - 150ft
ESTIMATED CONSTRUCTION COST **PHASE I**	**$4,000,000.00**
ESTIMATED CONSTRUCTION COST **PHASE II ROADWY FM1925**	$28,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II COUNTY ROAD CONNECTIONS**	$6,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II OVERPASSES (4 ESTIMATED)**	$35,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II**	**$69,000,000.00**
LENGTH: **PHASE I**	1 Miles
LENGTH: **PHASE II**	7 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1 (Part I of Phase I)		
PHASE I - PLANNING & PUBLIC INVOLVEMENT		
Schematic **PHASE I**		$ 57,600.00
Hydrological Map		$ 30,000.00
Surveys for Schematic (Preliminary ROW Mapping, H&V Control) **PHASE I**		$ 20,000.00
Coordiate Environmental Assessment with TxDOT **PHASE I**		$ 35,000.00
Limited Public Involvement for Environmental Assessment **PHASE I**		$ 20,000.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 162,600.00**
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Compensible Utilities, Management Oversight	$ -	$ 22,500.00
ROW Map (ESTIMATED 15 PARCELS)		$ 52,500.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 75,000.00**
PHASE I- ROW ACQUISTION		
Right-of-Way Costs - Acq.Services @ (est. 15 Parcels @ $12,800/Parcel Avg.)		$ 192,000.00
Roadway Right-of-Way Costs - (40 ft. for 1 mile @ $3.00/sq ft)(STATE 98%)(LOCAL=2%) After "EDC"	$ 620,928.00	$ 12,672.00
Relocated Homes/Businesses	$ -	$ -
Transmission line Adjustments and High Pressure Gas lines (STATE 98%)(LOCAL=2%)	$ -	$ -
SUB-TOTAL BUDGET FY 2012	$ 620,928.00	**$ 204,672.00**
TOTAL PART I OF PHASE I		**$ 429,600.00**

Work Authorization No. 1 (Part I of Phase I) **FY 12** $ 429,600.00

State Estimated Cost

Local Estimated Cost

9/7/2011

AI-28483 **22. D. 1.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval to proceed to provide Hon. Noe Gonzalez, Presiding Judge, 370th State District Court the three nominated firms for the scoring/grading/evaluating of said firms for presentation to CC for ranking and thereafter proceed with negotiation process for engagement to: Seek funding sources for assistance and efficiency of the 370th State District Court as it pertains to Human Trafficking and Violence against Women;

b. Recommendation by Hon. Noe Gonzalez for CC to assign/designate himself and his court staff to score/grade and evaluate the firms for presentation of grid to CC for ranking.

BACKGROUND

As indicated in documentation provided Hon. Noe Gonzalez intends to fund this expenditure from his own budget.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

As per correspondence attached, Hon. Judge Noe Gonzalez indicates the cost of these services will be expended from his budget and he did not indicate what object codes would be utilized.

The funding will be identified and placed at the time of the negotiation phase.

1-1100-412-00-007-001-0-890 --> funds in the amount of $9,635.58 identified as available, as of 09/09/2011. Additional funding is available in various accounts if required.

Attachments

Back up

back up

Grant writing email

Evaluation Forms

Pool Of Prof

expansion pool

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/08/2011 03:30 PM
Budget & Management	Merlen P. Munoz	09/08/2011 03:35 PM
Sylvia Solis	Sylvia Solis	09/09/2011 05:05 PM
Purchasing Department	Marty Salazar	09/08/2011 03:30 PM
Budget & Management	Merlen P. Munoz	09/08/2011 03:35 PM
Sylvia Solis	Sylvia Solis	09/09/2011 05:05 PM
Auditor's Office		

Form Started By: Marty Salazar Started On: 09/08/2011 12:39 PM

ESTER CONTRERAS
DISTRICT COURT COORDINATOR

FRANK B. MORENO, CSR-RPR
OFFICIAL COURT REPORTER

IDA L. PÉREZ
CRIMINAL CASE COORDINATOR

ALICIA SALINAS
COURT BAILIFF/INTERPRETER

NOÉ GONZALEZ
JUDGE, 370th JUDICIAL DISTRICT OF TEXAS
HIDALGO COUNTY COURTHOUSE
100 N. CLOSNER, 1st FLOOR
EDINBURG, TEXAS 78539
(956) 318-2280

VIA TELE FAX: (956) 318-2629

Martha L. Salazar, Hidalgo County Purchasing Agent
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: REQUEST FOR POOL OF APPLICANTS AS PER C-10245-0727

Dear Ms. Salazar:

Please provide me with the process by which my court can obtain a professional grant writer to provide services for project specific grants which will assist in improving the judicial system, including but not limited to seeking funds for the court system as it pertains to human trafficking and programs to protect woman against domestic violence.

My understanding is that contract number C-10245-0727 allows me to select a grant writer from a pool. At this time I am requesting that the qualifications of those in the pool be provided to me so that I may make a selection.

Allow me to thank you in advance for your prompt attention on this matter. If you have any questions please do not hesitate to contact me at 956-318-2280

Respectfully submitted,

Noe Gonzalez
State District Judge
370th Judicial District

CONTRACT INFORMATION

THIS CONTRACT IS: **ACTIVE**

CONTRACT TYPE: **Approved List**

BID NO. 2010163 | BUYER DEPARTMENT: CGV HIDALGO COUNTY(ALL FUNDING SOURCES)

BID REMARKS: 06-28-10; CC meeting of 6-22-10; approval and acceptance of pool with authority to advertise "Expansion of Pool"

DESCRIPTION: POOL OF PROF CONSULTING FIRMS-INDIVIDUALS TO SEEK FUNDING(LOCAL-STATE-FEDERAL)

File Destruction Date: [redacted]

CONTRACT NO.: C-2010-163-06-22

CONTRACT MANAGER:

CONTRACT AWARD FOR DEPT (1): Hidalgo County

AWARDED VENDOR: Dos Logislative Services; Austin, Copelin & Reyes; Arnold Mata Leadership

INSURANCE EXPIRATION DATES: GEN LIA INSR | AUTO LIA INSR | WKMANS COMP

CONTRACT TERM:

STARTING DATE: 06/22/10 | ENDING DATE: 06/21/13

EXPIRES UPON COMPLETION ☐

60 DAY EXTENSION: START DATE | END DATE

RENEWED/EXTENDED ☐

REFER TO NEW CONTRACT NO.

RENEWAL OPTION(S): 1 YR

Multiple Award? (If Yes See Below for Addt'l Info.) YES ( ) NO (●)

Contract Scanned? YES

Contract No 2	Awarded Vendor 2	For Departments 2	Ins Exp Date 2	Ins Exp Date 3
Contract No 3	Awarded Vendor 3	For Departments 3	Ins Exp Date 4	Ins Exp Date 5
Contract No 4	Awarded Vendor 4	For Departments 4	Ins Exp Date 6	
Contract No 5	Awarded Vendor 5	For Departments 5	Ins Exp Date 9	Ins Exp Date 8
Contract No 6	Awarded Vendor 6	For Departments 6	Ins Exp Date 10	

CONTRACT COMMENTS:

LAST UPDATED ON: 11/4/2010

LUMP SUM AMOUNT (if applicable):

CONTRACT PRICES:

ITEM DESCRIPTION:	UNIT:	PRICE:

CONTRACT INFORMATION

THIS CONTRACT IS: **ACTIVE**

CONTRACT TYPE: **Approved List**

BID NO: 2010245 BUYER: CGV DEPARTMENT: HIDALGO COUNTY(ALL FUNDING SOURCES)

BID REMARKS
8/03/10; Approval of expanded pool by CC on 7/27/10
07/27/10 Received two respondents.

DESCRIPTION
EXPANSION POOL OF PROF CONSULTING FIRMS-INDIVIDUALS TO SEEK FUNDING(LOCAL-STATE-FEDERAL)

File Destruction Date:

CONTRACT NO.: C-10-245-07-27

CONTRACT MANAGER: CRIS Bylll

CONTRACT AWARD FOR DEPT (1): Hidalgo County

AWARDED VENDOR: Hollis Rutledge and Vazaldua & Associates

INSURANCE EXPIRATION DATES: GEN LIA INSR | AUTO LIA INSR | WKMANS COMP

CONTRACT TERM:
STARTING DATE: 07/27/10 | ENDING DATE: 06/21/12
EXPIRES UPON COMPLETION ☐

60 DAY EXTENSION
START DATE | END DATE

RENEWED/EXTENDED ☐
REFER TO NEW CONTRACT NO.
RENEWAL OPTION(S): 1 YR

Multiple Award? (If Yes See Below for Addt'l Info.) YES ◉ NO ○

Contract Scanned? YES

Contract No 2	Awarded Vendor 2	For Departments 2	Ins Exp Date 2	Ins Exp Date 3
Contract No 3	Awarded Vendor 3	For Departments 3	Ins Exp Date 4	Ins Exp Date 5
Contract No 4	Awarded Vendor 4	For Departments 4	Ins Exp Date 6	
Contract No 5	Awarded Vendor 5	For Departments 5	Ins Exp Date 9	Ins Exp Date 8
Contract No 6	Awarded Vendor 6	For Departments 6	Ins Exp Date 10	

CONTRACT COMMENTS:

LAST UPDATED ON: 8/31/2010

LUMP SUM AMOUNT (if applicable):

CONTRACT PRICES:

ITEM DESCRIPTION:	UNIT:	PRICE:

From:	Martha Salazar
To:	nielda.cavazos@co.hidalgo.tx.us
Subject:	FW: Scan from a Xerox WorkCentre
Date:	Thursday, September 08, 2011 1:43:43 PM
Attachments:	Pool (141 KB).msg Scan from a Xerox WorkCentre (96.3 KB).msg
Importance:	High

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, September 02, 2011 3:04 PM
To: 'ida.perez@co.hidalgo.tx.us'
Cc: 'Sergio Cruz'; 'valde.guerra@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'nielda.cavazos@co.hidalgo.tx.us'
Subject: FW: Scan from a Xerox WorkCentre
Importance: High

Judge Gonzalez:
I am in receipt of your request to secure the services of a grant writer to solicit and apply for specific grants to assist in various aspects of judicial areas of need. The protocol to achieve this is follows:

1. First of all the funding for these professional grant writing services need to be identified and/or secured. Will the contract be based on:
   A. a contingency basis (thus funding itself;
   B. from the 370th budget;
   C. need funding through general fund; or,
   D. other as you may advise CC about;

2. An agenda item requesting the nomination of three firms to score and evaluate for the purpose of presenting back to CC for ranking needs to be submitted at your earliest convenience (or Purchasing can facilitate that for you with your input and information);

3. Upon CC approval to proceed with the project a grading committee will be assigned to complete the scoring/evaluation of the three firms nominated;

4. Place scoring grid on CC for the ranking of the firms based on the scoring grid developed from the sheets returned to Purchasing;

5. Proceed with the negotiation phase of the process and return to CC with a final agreement for their acceptance and approval;

I have attached the list of current providers on the approved "pool" for your review and nomination. I have also provided you the evaluation criteria and scoring sheets. Let us know how you wish to proceed with this project.

If you require any further information or assistance regarding this matter, please do not hesitate to contact me at 956-292-7611 or cell 956-789-7233.

Yours truly,
Marty Salazar

----Original Message-----
From: WorkCentre 7346 [mailto:scan@co.hidalgo.tx.us]

Sent: Friday, September 02, 2011 11:15 AM
To: martha.salazar@co.hidalgo.tx.us; nielda.cavazos@co.hidalgo.tx.us
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 3
Attachment File Type: PDF

Device Name: WorkCentre 7346
Device Location:

For more information on Xerox products and solutions, please visit
http://www.xerox.com/

ESTER CONTRERAS
DISTRICT COURT COORDINATOR

FRANK B. MORENO, CSR-RPR
OFFICIAL COURT REPORTER

IDA L. PÉREZ
CRIMINAL CASE COORDINATOR

ALICIA SALINAS
COURT BAILIFF/INTERPRETER

NOÉ GONZALEZ
JUDGE, 370th JUDICIAL DISTRICT OF TEXAS
HIDALGO COUNTY COURTHOUSE
100 N. CLOSNER, 1st FLOOR
EDINBURG, TEXAS 78539
(956) 318-2280

VIA TELEFAX 956-318-2629

September 8, 2011

Martha L. Salazar
Hidalgo Count Purchasing Department
2802 S. Business Hwy 281
Edinburg, Texas 78539

RE: INFORMAITON TO PROCEED WITH SELECTION OF PROFESSIONAL GRANT WRITING SERVICES

Ms. Salazar:

Allow me to provide you with the following information in order for you to continue to assist me in the aforementioned process.

Funding for the project will come from the 370th District Court Budget, for any additional information please contract Ester Contreras, Court Coordinator.

At this time I would request that you place an item on the Commissioner's Court Agenda for the meeting of September 13, 2011 and nominate the following three firms for ranking:

DOS Legislative Services **Vazaldua and Associates** **Arnold Mata Learnship**

Upon Commissioner's Court Approval, I along with my staff will score and rank the three nominated firms. We have set aside September 15, 2011 to complete ranking and submit to you our results.

The results of the scoring grid should be placed on Commissioner's Court Agenda on September 20, 2011.

At the time of approval I will proceed with negotiations and final agreement on September 21, 2011. Time is of the essence since we are dealing with grant deadlines.

Respectfully submitted,

Noé Gonzalez

RFP EVALUATION FORM

"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL, STATE, PRIVATE SECTOR(S) AND OTHER SOURCES"

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

SELECTION CRITERIA	**Min Points**	**Score**
A. **BACKGROUND** 1. Provides sufficient professional background 2. Provides references 3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources	0-15 Points	_____

Comments/Rationale For Points:_____

B. **COST**

Provides the required turnkey services at a reasonable cost.

0-20 Points _____

Comments/Rationale For Points:_____

C. **EXPERIENCE**

1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources;
2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources;
3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;
4. Extent of experience;

0-20 Points _____

Comments/Rationale For Points:_____

D. **FIRM QUALIFICATIONS**

1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources;
2. Met minimum of three (3) years of experience in grant and/or technical writing
3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding

0-20 Points _____

Comments/Rationale For Points:_____

_____

_____

E. **CAPACITY OF PERFORMANCCE**

1. Provides appropriate evidence of adequate staffing;
2. Staffing level/experience of staff;
3. Adequacy of resources to perform these services;

0-25 Points _____

Comments/Rationale For Points:_____

_____

_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

POOL-10-163-06-22

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP-Q ACCEPTANCE SHEET
Effective Date: June 22, 2010 thru June 21, 2012

DEPARTMENT NAME: HIDALGO COUNTY

RFP-Q ACCEPTANCE DATE: June 9, 2010	**RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFP-Q: "POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES"
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP-Q NO: 2010-163-06-09CGV

RFP-Q#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	Dos Legislative Services Donna, Tx	√√
#2	Austin, Copeling & Reyes Austin, Tx	√√
#3	Arnold Mata Learnship Pharr, Tx	√√
#4		
#5		
#6		
#7		
#8		
#9		
#10		

POOL-10-245-07-27

HIDALGO COUNTY PURCHASING DEPARTMENT

RFP-Q ACCEPTANCE SHEET

EXPANSION OF POOL

EFFECTIVE: 06-22-2010 THRU 06-21-2012

DEPARTMENT NAME: HIDALGO COUNTY

RFP-Q ACCEPTANCE DATE: July 21, 2010	**RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFP-Q: "EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES" (INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP-Q NO: 2010-245-07-21CGV

RFP-Q#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	Vazaldua & Associates	√√
#2	Hollis, Rutledge and Associates	√√
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

POOL-10-245-07-27

HIDALGO COUNTY PURCHASING DEPARTMENT

RFP-Q ACCEPTANCE SHEET

EXPANSION OF POOL

EFFECTIVE: 06-22-2010 THRU 06-21-2012

DEPARTMENT NAME: HIDALGO COUNTY

RFP-Q ACCEPTANCE DATE: July 21, 2010	**RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFP-Q: "EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES" (INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP-Q NO: 2010-245-07-21CGV

RFP-Q#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	Vazaldua & Associates	√√
#2	Hollis, Rutledge and Associates	√√
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

AI-28427 **23. D.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gilberto Saenz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 10:36 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Aida Alvarez Started On: 09/07/2011 10:29 AM

Final Approval Date: 09/08/2011

AI-28439 **23. E.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Zumaya

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 02:28 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Aida Alvarez Started On: 09/07/2011 02:13 PM

Final Approval Date: 09/08/2011

AI-28474 **23. F.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-10-0436-D; Jose A. Rodriguez v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	09/08/2011 10:55 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Monica Badillo Started On: 09/08/2011 10:08 AM

Final Approval Date: 09/08/2011

AI-28479 **23. G.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2011-01873; Oscar Leyva v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	09/08/2011 11:52 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Monica Badillo Started On: 09/08/2011 11:49 AM

Final Approval Date: 09/08/2011

AI-28428 **24. D.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gilberto Saenz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 10:36 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Aida Alvarez Started On: 09/07/2011 10:32 AM

Final Approval Date: 09/08/2011

AI-28441 **24. E.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Zumaya

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2011 02:28 PM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Aida Alvarez Started On: 09/07/2011 02:16 PM

Final Approval Date: 09/08/2011

AI-28475 **24. F.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-10-0436-D; Jose A. Rodriguez v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	09/08/2011 10:55 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Monica Badillo Started On: 09/08/2011 10:08 AM

Final Approval Date: 09/08/2011

AI-28480 **24. G.**

CC REGULAR

Meeting Date: 09/13/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2011-01873; Oscar Leyva v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/08/2011 11:53 AM
Purchasing Department	Angela Garcia	09/08/2011 11:57 AM

Form Started By: Monica Badillo Started On: 09/08/2011 11:51 AM

Final Approval Date: 09/08/2011

From: Arnold K. Patrick
To: valde.guerra@co.hidalgo.tx.us
Cc: Monica.badillo@co.hidalgo.tx.us
Subject: Next weeks Commissioner"s Court
Date: Tuesday, September 06, 2011 11:56:21 AM

****
This message has been scanned by the InterScan for CSC SSM and found to be free of known security risks.
****

I would like to get placed upon the agenda for approval of the **Hidalgo County DWI/Drug Court Program** as an option for jury members to be able to contribute their compensation to on the Jury Summons. (Sec. 61.003) We are also already on the agenda asking for approval on having Hidalgo County CSCD continue to be the authorized official for the of the DWI Court Grant. These are related but not the same thing, so I do not know if you want to put them together.

Thank you,

Arnold Patrick, Director
Hidalgo County CSCD