AI-32051 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Progressive Insurance Company in the amount of $1,882.46 to settle auto accident with County vehicle. (Constable P3)

BACKGROUND

DOL: 12/20/11

Acct #: 2-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Progressive Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:17 PM
Erika Zamora	Erika Zamora	04/27/2012 02:52 PM
Auditor's Office	Arcilia Duran	05/03/2012 08:41 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Aida Alvarez Started On: 04/24/2012 03:45 PM

Final Approval Date: 05/03/2012

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy #	Insured	Date Issued	Area Code	Draft Number	56-389 / 412
46984149 -002	VILLARREAL, OMAR	4/17/2012	764	473899614	
Claim #	**Claimant**	**Date of Loss**	**State Code**	**Office Issued At**	**PAC**
112756586	HIDALGO COUNTY	12/20/2011	TX	TX-TXMCA-BRN-	

Dollars $******1,882.46

Pay ONE THOUSAND EIGHT HUNDRED EIGHTY TWO AND 46/100

In Payment Of	CDS CODE
REIMBURSEMENT FOR DMGS TO 2009 CHEVY TAHOE	03PCL

Payable through **PNC Bank, N.A. 070**
Ashland, Ohio 1-877-448-9544

Progressive County Mutual Insurance Company

Pay To The Order Of
HIDALGO COUNTY,ONLY
ATTN: SAFETY DIVISION
PO BOX 1356
EDINBURG TX 78540

By _____
Authorized signature

⑈473899614⑈ ⑆041203895⑆ 4239694508⑈

11-2756586

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

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

01/10/2012 03:38 PM

Owner

Owner: HIDALGO CO. PCT . 3 UNIT 303

Inspection

Inspection Date: 01/10/2012 03:38 PM
Inspection Type:

Appraiser Name: JAVIER E ROCHA
Address: 2510 W. Expressway 83
City State Zip: Mission, TX 78572
Email: lalorocha@yahoo.com

Appraiser License # :
Work/Day: (956)519-8414
FAX: (956)580-2244
Cell: (956)784-1100

Repairer

Repairer: COLLISION MASTERS INC.
Address: 2510 WEST EXPWY 83-MIISSION
11700 N. ROOTH-EDINBURG
City State Zip: MISSION, EDINBURG, TX 78572
Email: collisionmastersinc@live.com

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

Vehicle

2009 Chevrolet Tahoe Police 4 DR Wagon
8cyl Gasoline 5.3 FLEX
4 Speed Automatic

Lic.Plate: 1062184
Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage

Lic State: TX
VIN: 1GNEC03059R244607
Mileage Type: Actual
Code: U7412A
Int. Refinish: Two-Stage

Options

AM/FM CD Player	Alarm System	Anti-lock Brakes
Auto Headlamp Control	Automatic Dimming Mirror	Bucket Seats
Camper/Towing Package	Center Console	Color-Keyed Bumper(s)
Cruise Control	Daytime Running Lights	Dual Air Conditioning
Dual Airbags	Dual Zone Auto A/C	Flip-Up Liftgate Window
Full Size Spare Tire	Halogen Headlights	Head Airbags
Heated Power Mirrors	Heavy Duty Battery	Heavy Duty Suspension
Illuminatd Visor Mirrors	Intermittent Wipers	Lighted Entry System
MP3 Player	Overhead Console	Power Brakes
Power Door Locks	Power Drivers Seat	Power Steering
Power Windows	Rear Heater	Rear Window Defroster
Rear Window Wiper/Washer	Running Boards	Skid Plates

Split Folding Rear Seat	Steel Wheels	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Tow Hooks
Trailer Hitch	Trip Computer	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	EP	6		Cover,Front Bumper	Replace PXN	$401.00			1.6	SM
2	L	6	13	Cover,Front Bumper	Refinish				4.6	RF
					3.3 Surface					
					0.6 Two-stage setup					
					0.7 Two-stage					
3	EP	5		Reinf,Front Bumper	Replace PXN	$289.00			2.2	SM
4	RI	70		Guard,Grille	R & I Assembly				1.0*	SM
5	E	36		Emblem,Grille	20831381 GM Part	$61.15			0.2	SM
6	I	83		Panel,Hood	Repair				4.0*	SM
7	L	83		Panel,Hood	Refinish				4.0	RF
					3.3 Surface					
					0.7 Two-stage					
8	E	77	46	Baffle,Radiator Panel	15865945 GM Part	$48.66			1.3	SM

8 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	$109.81	
Other Parts	$690.00	
Paint Materials	$240.80	
Parts & Material Total		$1,040.61
Tax on Parts & Material	@ 8.250%	$85.85

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$40.00	6.3	4.0	10.3	$412.00
Mech/Elec (ME)	$75.00				
Frame (FR)	$50.00				
Refinish (RF)	$40.00	8.6		8.6	$344.00
Paint Materials	$28.00				

Labor Total	18.9 Hours	$756.00
Gross Total		**$1,882.46**
Net Total		**$1,882.46**

Alternate Parts Y/03/02/00/01/01 CUM 03/02/00/01/01 Zip Code: 78572 Audatex Host

Audatex Estimating 6.0.626 ES 01/17/2012 02:49 PM REL 6.0.626 DT 12/01/2011
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2.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

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

Audatex
a Solera company

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AI-32236 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Report from Committee appointed by Commissioners' Court to review matters concerning Guerra Construction Contract (Contract #C-11-013-03-21).

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 01:58 PM
Ivan Cantu	Ivan Cantu	05/04/2012 02:42 PM
Auditor's Office	Arcilia Duran	05/04/2012 03:29 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012

AI-32240 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Bobby Villarreal **Submitted By:** Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation of Hidalgo County Regional Mobility Authority (RMA) Strategic Plan and Annual Report

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 04:06 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Irma Saenz Started On: 05/04/2012 03:59 PM

Final Approval Date: 05/04/2012

AI-32175 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Karina Cardoza, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Honor of Sister Marian Strohmeyer

BACKGROUND

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 10:22 AM
Roland Garcia	Rolando Garcia	05/03/2012 10:04 AM
Auditor's Office	Arcilia Duran	05/03/2012 10:22 AM
Dina Trevino	Merlen P. Munoz	05/03/2012 11:43 AM
Roland Garcia	Rolando Garcia	05/04/2012 10:40 AM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Karina Cardoza Started On: 05/02/2012 10:14 AM

Final Approval Date: 05/04/2012

RESOLUTION HONORING THE LIFE OF
SISTER MARIAN STROHMEYER

WHEREAS, a Sister of Mercy for 67 years, Sister Marian's ministerial life was devoted to healthcare; specifically serving the needs of indigent populations, Salvadorian refugees, and those afflicted with Aids and Cancer; and

WHEREAS, Sister Marian served as the Region 8 Coordinator for the Regional Medical Program over three years during which, she started a clinic for low-income persons which later became Su Clinica Familiar in Harlingen, still in operation today; and

WHEREAS, she is credited with changing the entire concept of health care in the Rio Grande Valley, giving emphasis to the poor, migrant farm workers, and immigrants; and

WHEREAS, she is credited with changing the entire concept of health care in the Rio Grande Valley, giving emphasis to the poor, migrant farm workers, and immigrants; and

WHEREAS, over her professional career, Sister Marian served as: Administrator of Mercy Hospital in Brownsville, Region 8 Coordinator for the Regional Medical Program, Director of Health Planning for Lower Rio Grande Valley Development Council, professor in the Health Related Professions Department at UTPA, and an appointee to the Texas State Board of Health; she was most noted for founding: the Southwest Liturgical Conference, Comfort House, Hope Family Health Center, and Casa Merced.

Now, therefore, be it RESOLVED that Hidalgo County Commissioners' Court hereby recognizes and honors the life of Sister Marian Strohmeyer, a true leader in our community, for her dedication, service, and commitment to the residents of the State of Texas, the County of Hidalgo, and the many lives she touched around the world.

Approved this 8th day of May, 2012.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-32177 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Karina Cardoza, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution Honoring the Class 5A State Champions Sharyland High School Boys Varsity Soccer Team

BACKGROUND

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 12:57 PM
Roland Garcia	Rolando Garcia	05/03/2012 10:04 AM
Auditor's Office	Arcilia Duran	05/03/2012 10:23 AM
Dina Trevino	Merlen P. Munoz	05/03/2012 11:44 AM
Roland Garcia	Rolando Garcia	05/04/2012 10:40 AM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Karina Cardoza Started On: 05/02/2012 10:43 AM

Final Approval Date: 05/04/2012

RESOLUTION HONORING THE CLASS 5A STATE CHAMPIONS SHARYLAND HIGH SCHOOL VARSITY BOYS SOCCER TEAM

WHEREAS, education agencies throughout the state of Texas recognize the importance of student involvement not only in the classroom, but also in extracurricular and athletic activities such as those sponsored by the University Interscholastic League (UIL) which encourage students to build leadership, social, and team work skills; and

WHEREAS, the Sharyland High School Boys Soccer Team recently participated in the UIL State Tournament's 5A State Championship; and

WHEREAS, under the leadership of head coach Rev Hernandez, the coaching staff, school administration, and parental support, the team went on to win the title of Class 5A State Champions in Soccer, with a victory over Katy Morton Ranch High School; and

WHEREAS, the UIL named Sharyland's senior forward Jesus Olivares as the championship game's most valuable player; three of his teammates, including sophomore defender Amaury Lozano, junior midfielder Gilberto Alaniz and junior forward Daniel Garcia were also named for the UIL state tournament team selected by the Texas Association of Soccer Coaches ; and

WHEREAS, the County of Hidalgo and the Rio Grande Valley congratulate these fine young men on their accomplishment for winning the 5A Boys Soccer Team State Championship title along with their coaches and academic mentors at Sharyland High School for their support and dedication.

Now, therefore, be it RESOLVED that Hidalgo County Commissioners' Court hereby recognizes and honors the Texas UIL Class 5A State Champions in Soccer, the Sharyland High School Varsity Boys Soccer Team.

Approved this 8th day of May, 2012.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-32215 **District Courts 7. A.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Judge Gonzalez **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: 370TH DISTRICT COURT

Information

CAPTION

370th DC (1100):
1. Approval to transfer interpreter pay allowance in the amount of $6,000.00 from slot no. 0004, Bailiff/ Interpreter to slot no. 0003, Assistant Coordinator position, effective 06/04/2012.
2. Approval to change the position title for slot no. 0004 from Bailiff/ Interpreter to Bailiff, effective 06/04/2012. (Title change only)
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

PARs
back-up

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	05/04/2012 11:29 AM
Budget & Management	Merlen P. Munoz	05/04/2012 11:31 AM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Sylvia Solis Started On: 05/03/2012 03:42 PM

Final Approval Date: 05/04/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 370TH DC (007-001) DATE: 5/3/2012

CURRENT POSITION TITLE: BAILIFF/ INTERPRETER CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: BAILIFF

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other TRANSFER INTERPRETER PAY TO SLOT 0003 (POSITION TITLE CHANGE)

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

POSITION SALARY REQUEST:

Salary Amount:

$ 6,000.00	$ 0.00	$ (6,000.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Bailiff will no longer be interpreting until the individual becomes qualified.

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

POSITION RECLASSIFICATION: 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	May 4, 2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Ríos HUMAN RESOURCES DIRECTOR	05-07-12 Date	PERSONNEL PROCEDURES COMPLETED	[—]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	5/4/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 370TH DC (007-001) DATE: 5/3/2012

CURRENT POSITION TITLE: ASSISTANT COORDINATOR CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: ASSISTANT COORDINATOR

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other TRANSFER INTERPRETER PAY FROM SLOT 0004

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 (Current G&S/ Budgeted Salary) $ 6,000.00 (Proposed G&S/ Budgeted Salary) $ 6,000.00 (Net Change)

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Assistant Coordinator will be the interpreter.

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

POSITION RECLASSIFICATION: 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	May 4, 2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esthela A. Cortez by Sylvia Rios 05.07.12 HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	5/4/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

DISTRICT COURTS

Job Title: **Bailiff** / ~~Interpreter~~ **FLSA Status: Non-Exempt**

Dept. Code: 007 **Civil Service Status: Exempt**

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;
- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;

- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- Regular attendance
- Get along with co-workers

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

EDUCATION AND EXPERIENCE:
- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Must be Bilingual (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

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

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

The employee must occasionally lift and/or move over 50 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

- Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:
- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:

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

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

HIDALGO COUNTY
DISTRICT COURT

Job Title: Assistant Coordinator **FLSA Status:** Non-Exempt

Dept. Code: 001-009 **Civil Service Status:** Exempt

SUMMARY:
Under general direction of District Court Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Regular attendance
- Get along with co-workers

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

EDUCATION AND EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality

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, May 08, 2012

Agenda Item: 32215

Summary of request/proposal:
370TH DISTRICT COURT (1100):
1. Approval to transfer interpreter pay allowance in the amount of $6,000.00 from slot no. 0004, Bailiff/ Interpreter to slot no. 0003, Assistant Coordinator position, effective 06/04/2012.
2. Approval to change the position title for slot no. 0004 from Bailiff/ Interpreter to Bailiff, effective 06/04/2012. (Title change only)

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	BAILIFF	0004	116	6,000.00	0.00	(6,000.00)
1100	ASSISTANT COORDINATOR	0003	116	0.00	6,000.00	6,000.00
				6,000.00	6,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-412-00-007-001-0-	116	370TH DC -	INTERPRETER PAY	$0.00
2-1100-412-00-007-001-0-	211	370TH DC -	HEALTH INSURANCE	$0.00
2-1100-412-00-007-001-0-	212	370TH DC -	LIFE INSURANCE	$0.00
2-1100-412-00-007-001-0-	220	370TH DC -	FICA	$0.00
2-1100-412-00-007-001-0-	230	370TH DC -	RETIREMENT	$0.00
2-1100-412-00-007-001-0-	250	370TH DC -	UNEMPLOYMENT COMP	$0.00
2-1100-412-00-007-001-0-	260	370TH DC -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$0.00

2013 Budgetary Impact: **$0.00**

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-007-001-0

AI - 32215

370th DC

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$83,485.00	$1,375.00	$84,860.00	0	$0.00	$0.00	$84,860.00	$77,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77,000.00
0002	113	COURT COORDINATOR	$58,810.00	$0.00	$58,810.00	0	$3,190.00	$0.00	$62,000.00	$62,000.00	$960.00	$0.00	$0.00	$0.00	$0.00	$62,960.00
		ADD INTERPRETER PAY ALLOWANCE →										**$6,000.00**				
0003	113	ASST COORDINT	$56,730.00	$0.00	$56,730.00	0	$3,270.00	$0.00	$60,000.00	$60,000.00	$840.00	~~$0.00~~	$0.00	$0.00	$0.00	$60,840.00
		POSITION TITLE CHANGE & REMOVE INTERPRETER PAY ALLOWANCE →										**$0.00**				
0004	113	**BAILIFF/~~INTERPRETER~~**	$46,520.00	$0.00	$46,520.00	0	$0.00	$6,940.00	$53,460.00	$53,460.00	$540.00	~~$6,000.00~~	$0.00	$0.00	$0.00	$60,000.00
0005	111	DISTRICT JUDGE	$15,000.00	$0.00	$15,000.00	0	$0.00	$0.00	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
			$260,545.00	$1,375.00	$261,920.00		$6,460.00	$6,940.00	$275,320.00	$267,460.00	$2,340.00	$6,000.00	$0.00	$10,373.00	$0.00	$286,173.00

1. Approval to transfer interpreter pay allowance in the amount of $6,000.00 from slot no. 0004, Bailiff/ Interpreter to slot no. 0003, Assistant Coordinator position, effective 06/04/2012.
2. Approval to change the position title for slot no. 0004 from Bailiff/ Interpreter to Bailiff, effective 06/04/2012. (Title change only)
Personnel actions pending CC approval.

AI-32195 **County Clerk 8. A.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Karina Cardoza, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Hidalgo County Clerk's Office for receiving the Texas Association of Counties' Best Practices Award for Innovation for Records Management - Record, Retain, and Recycle

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	05/02/2012 04:28 PM
Sylvia Solis	Sylvia Solis	05/03/2012 11:35 AM
Auditor's Office	Arcilia Duran	05/03/2012 11:57 AM
Purchasing Department	Marty Salazar	05/03/2012 01:30 PM

Form Started By: Karina Cardoza Started On: 05/02/2012 04:01 PM

Final Approval Date: 05/03/2012

AI-32136 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Sheriff Lupe Trevino **Submitted By:** Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to accept the FY2011 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) in the amount of $800,817.00.
2. Authorization for County Judge, as authorized official, to sign (and initial) award and required documents.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY2011 Operation Stonegarden Grant.
4. Approval to appropriate the budget for the Sheriff's Office portion of the FY2011 Operation Stonegarden Grant in the amount of $222,267.00.

BACKGROUND

On 05/31/11, Commissioners' Court approved applying for the FY2011 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #26844.

SAA Award No. 11-SR-48215-01 Federal Grant Award No. EMW-2011-SS-0019

The grant award is for $800,817.00 of which $222,267.00 is for the Hidalgo County Sheriff's Office. The remaining balance of $578,550.00 is assigned to 3 (three) Hidalgo County constable offices and 15 (fifteen) city police departments within Hidalgo County.

Grant Operation: Date is from 9/1/2011 to 8/31/2013 with an option to extend to 8/31/2014 if needed.

Constable Offices: Precinct 2, 3, and 4
Cities: Alamo, Alton, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmhurst, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco

The individual sub-recipient agreements (interlocals) between Hidalgo County and the respective cities are to be submitted to Commissioners' Court at a later date.

Appropriations of the respective constable office/city budgets will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-4-XXX

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

BUDGETARY IMPACT:

No local cash match is required.

Expenses relating to Health and Life Insurance assigned to the overtime hours are to be charged to the Sheriff's Office budget (Account . 2-1100-421-00-280-001-0-211 & 212).

Attachments

award
cert of revenues
FY2011.OSG
email
32136 BUDGET AMEND

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/01/2012 04:09 PM
Budget & Management	Merlen P. Munoz	05/01/2012 04:52 PM
Manuel Chapa	Monica Badillo	05/02/2012 04:49 PM
Emilia Uriegas	Emilia Uriegas	05/03/2012 10:19 AM
Budget & Management	Merlen P. Munoz	05/03/2012 11:47 AM
Manuel Chapa	Merlen P. Munoz	05/03/2012 03:11 PM
Dale Kennan	Dale Kennan	05/04/2012 11:30 AM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Emilia Uriegas Started On: 04/30/2012 11:57 AM

Final Approval Date: 05/04/2012

Texas Department of Public Safety

2011 Sub-Recipient Agreement

for

Hidalgo County

Date of Award
April 25, 2012

1. Sub-Recipient Name and Address	2. Prepared by: Gabbart, Steven	3. Award Number: 11-SR 48215-01
Judge Ramon Garcia Hidalgo County 1615 S. Closner STE J Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2011-SS-0019
	Date Federal Grant Awarded to TxDPS:	September 1, 2011
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067
$800,817.00

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Sep 1, 2011	Aug 31, 2013

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

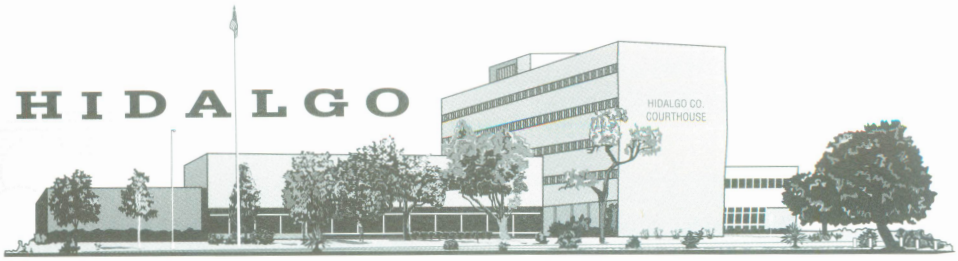
Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
Ramon Garcia County Judge	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717 DUNS #10-311-0834	

13. DUE DATE: **June 9, 2012**

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

May 4, 2012

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 Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$800,817.00	Award No. EMW-2011-SS-0019 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/4/12
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.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO/LES)

March 19, 2012

The Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Preparedness Grants Division (PGD) Program Office issues a **Conditional Approval** for the following Operations Order:

Op Order Name: FY2011 OPSG TX Hidalgo County
Op Order Number: 12-MCAMCA-01-001 Version 0
Op Order Dates: 9/1/2011 **To:** 8/31/2014
Op Order Total: $800,817.00

To Operation Stonegarden Program Coordinators,

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, and must not exceed, 50% of the FY2011 Operation Stonegarden allocation identified above. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Requested purchases in this Order, to include operational overtime/fringe benefits, mileage, per diem and fuel expenses, have been reviewed and are **conditionally approved** until a waiver is issued by the FEMA Administrator. The Order has been cleared under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review and is approved by the GPD/PGD Program Office. For additional information on EHP please follow the resource links below.

IB 345: https://www.fema.gov/pdf/government/grant/bulletins/info345.pdf
Final PEA: https://www.fema.gov/pdf/government/grant/bulletins/gpd_final_pea_2010.pdf
Final FONSI: https://www.fema.gov/pdf/government/grant/bulletins/fonsi.pdf

As expressed in grant guidance, construction, construction type activities, lethal or less than lethal forces, including but not limited to: weapons, guns, ammo, stun guns, and tasers are prohibited/non-allowable. Prohibited items/activities will not be reimbursed by DHS/FEMA. Failure to comply could jeopardize current and future grant reimbursement and funding consideration.

Per the PRICE ACT, the State is reminded not to exceed 50% of the total fiscal year OPSG grant award for personnel costs (including overtime and fringe benefits). A request to exceed the 50% salary cap must be submitted on official letterhead to FEMA GPD and CBP/BP prior to incurring the additional costs.

Note: Per FEMA/Customs Border Protection (CBP)/Border Patrol (BP) programmatic guidance and oversight for aircraft, watercraft, vehicles and purchases of single equipment items and/or equipment systems greater than $100,000; grantees are not authorized to purchase any of the above listed until:

1. A separate, signed request on letterhead for a waiver to purchase said equipment has been submitted and approved by FEMA GPD and CBP/BP. The waiver should detail the need, operational relevance and how the equipment will enhance law enforcement efforts to increase border security for the requesting agency.
2. And/or a signed "justification letter" on letterhead for vehicle(s) and/or equipment/system(s) over $100,000 has been submitted and approved by FEMA GPD and CBP/BP. The justification should detail how this equipment will enhance law enforcement efforts to increase border security for the requesting agency.
3. All waivers and justifications will be subject to review and final approval by FEMA GPD and CBP/BP. The State Administrative Agency will be notified of such approval or denial via email by the FEMA Program Analyst.
4. Failure to provide comprehensive waivers and justifications in a timely manner could delay the approval process and/or jeopardize current and future grant reimbursements and funding consideration.

It is mandatory that all participating agencies (especially County and Tribal stakeholders) closely monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Under no circumstances is it allowable to estimate, obligate, and/or encumber beyond the actual grant award.

The spirit and intent of the Operation Stonegarden program is to build and strengthen coordination between State, local and Tribal law enforcement agencies, in conjunction with lead operational oversight provided by U.S. Customs Border Protection Border Patrol and Sector Headquarters. All Operations should be border centric and intelligence driven, with the goal of reducing or eliminating threat, risk and vulnerability along our Nation's borders.

If you have any question, please feel free to contact your Program Analyst at:

Aimee Clancy
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate
Preparedness Grants Division
Email: Aimee.Clancy@fema.dhs.gov
O: 202-786-9989
F: 202-786-9921

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO/LES)

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report

Op Order Name: FY2011 OPSG TX Hidalgo County
Op Order Number: 12-MCAMCA-01-001 Version 0
Op Dates: **From:** 10/1/2010 **To:** 8/31/2014
Report Date: 1/9/2012

Executive Summary

The fiscal year 2011 Operation Stonegarden (OPSG 11) initiatives will focus on enhancing law enforcement preparedness and operational readiness along the land borders of the United States/Mexico border. The FY 2011 OPSG funds will augment Hidalgo County Sheriff's Office (HCSO) and eighteen (18) local friendly forces/law enforcement agencies participating with Operation Stonegarden 11 in the Rio Grande Valley, Hidalgo County, Texas along the U.S./Mexico Border.

If awarded, this grant will provide funding (i.e., operational overtime costs, fringe benefits, equipment, fuel and maintenance costs etc.) to designate localities to enhance cooperation and coordination between the HCSO and eighteen (18) local friendly forces/law enforcement agencies in a joint mission to reduce border related crimes and assist in securing Hidalgo County and the United States land borders (refer to budget details narrative). Together, these friendly forces and law enforcement agencies participating in OPSG 11 will enforce local and state laws within each agency's jurisdiction and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

Consequently, border security detection and surveillance capabilities will improve and result in augmenting and supporting existing law enforcement resources in order to better deter, detect, disrupt and solve border-centric crimes in area of responsibility (AOR) of border Sectors and within Hidalgo County jurisdictions.

Hidalgo County Sheriff's Office and eighteen (18) local law enforcement agencies (friendly forces) will participate in this multi-agency operation, to identify, locate, apprehend, prosecute, and remove any and all individuals who pose a threat to public safety and security. Operation Stonegarden 2011 will establish a tiered law enforcement effort in Hidalgo County jurisdiction and the Rio Grande Valley Sector AOR through appropriate overtime funding associated with enhanced law enforcement activities from the participating agencies.

Border control and will be achieved through improved enforcement, rapid mobility, and intelligence driven resource deployment.

I. SITUATION

A. General Situation:

Operation Stonegarden 2011 will be a multi-agency operation that will help identify, locate, apprehend, prosecute, and remove individuals who pose a threat to public safety and border security. Stonegarden operational activities will emphasize those measures that increase border security in direct coordination with CBP/Border Patrol.

State and local law enforcement personnel will provide enhanced enforcement by increasing patrol presence in the proximity of the border and/or routes of egress leading from the border.

State and local agencies will utilize their unique investigatory and prosecutorial areas of expertise in operations targeting criminal illegal immigrants, document fraud, and intelligence development. This operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws.

It is anticipated however, that increased enforcement activities under Operation Stonegarden 2011 will significantly impact the ability of criminal organizations to operate within Hidalgo County, and the Texas Rio Grande Valley area and reduce the threat of border incursions.

If Federal immigration violations are encountered, state and local agencies may refer those violations to Border Patrol for appropriate action consistent with current polices and practices.

B. Terrain/Weather:

Hidalgo County, the seventh largest county in the state of Texas, consists of 1600 square miles and shares approximately 78 miles of international border with the Republic of Mexico and is separated by the Rio Grande River. The terrain consists of numerous urban areas (consisting of twenty towns/cities), heavily populated rural areas, some heavy brush land and some fields used for farming. Many roads lead to the Rio Grande River with most intersecting FM 1016, U.S. 281 and U. S. Highway 83, the major thoroughfares running through the county.
There are numerous farm roads in the county that are used for agriculture and ranching purposes, along with numerous gas wells and fields within the county.

C. Criminal Element:

There are various narcotics, ammunition/weapons and alien smuggling groups identified as the Gulf Cartel that operate within Hidalgo County,

RGV Sector AOR. From gathered intelligence, most criminal individuals/organizations operate under an organized structure employing sophisticated counter-intelligence networks that are embedded within the urbanized communities along the US/Mexico international boundaries.

Some of their smuggling routes have been identified by peace officers of the Hidalgo County Sheriff's Office, and eighteen (18) local friendly forces/law enforcement agencies, agents of Immigration Customs Enforcement, Drug Enforcement Administration and Border Patrol. Hidalgo County has seen an increase in criminal activity involving illegal immigrants. The residents and public officials of this county have expressed the need for increased protection along the Texas/Mexico border. The HCSO responds to daily calls pertaining to criminal activities and conduct numerous investigations involving criminal illegal immigrants and/or criminal organizations.

These criminal activities pose a specific problem that affects the citizenry of Hidalgo County. These specifics criminal individuals/organizations are responsible for a vast amount of crimes such as murders, kidnappings, extortions, sexual assaults, burglaries, robberies and auto thefts. Such criminal activities have escalated and given birth to the more violent pseudo cop home invasion within Hidalgo County and neighboring counties.

The Gulf Cartel is a major criminal organization known to operate within the RGV Sector AOR. This organization employs a sophisticated counter-intelligence network that is embedded within the communities along both sides of the Rio Grande River. This organization, due to tremendous pressure applied by Border Patrol enforcement activities, has taken into their ranks members of the Los Zetas and La Maña drug trafficking organizations...

The government of Mexico in an effort to curb the violence related to the smuggling of narcotics has deployed military troops to the RGV border area. Mexican Army enforcement actions on Gulf Cartel drug stash houses could lead to instability in the Reynosa and Matamoros area. The encounter of known or suspected Gulf Cartel members within the RGV AOR is a possibility and an officer safety concern.

D. Friendly Forces:

1. RGV Sector Border Patrol Stations
2. RGV Sector Office of Intelligence
3. CBP Air & Marine
4. Texas Department of Public Safety
5. Immigration and Customs Enf. (ICE)

6. Hidalgo County Sheriff's Office
7. Hidalgo Constable Precinct 2
8. Hidalgo Constable Precinct 3
9. Hidalgo Constable Precinct 4
10. Alamo Police Department
11. Alton Police Department
12. Donna Police Department
13. Edinburg Police Department
14. Hidalgo Police Department
15. La Joya Police Department
16. Mercedes Police Department
17. Mission Police Department
18. Palmhurst Police Department
19. Palmview Police Department
20. Penitas Police Department
21. Pharr Police Department
22. San Juan Police Department
23. Sullivan City Police Department
24. Weslaco Police Department

II. MISSION

Department of Homeland Security, CBP/Border Patrol and state, local enforcement agencies operating in the Texas, Rio Grande Valley will collaborate to raise border security by increasing law enforcement presence along the border, intelligence/information sharing, and communication. Grant funding via Operation Stonegarden 2011 will be administered by Hidalgo County local government in support of joint operational plans that utilize the HCSO and eighteen participating friendly forces/law enforcement agency's unique jurisdictional capabilities in conjunction with CBP/Border Patrol.

These enforcement activities will be available 24 hours a day 7, days per week by utilizing the manpower and assets listed in the operations order.

III. EXECUTION

A. Management/Supervisor Intent:

State and Local law enforcement agencies participating in FY 2011 OPSG will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security as described, specified and document in the

"Specific Responsibilities" section of the FY 2011 Stonegarden Operational Plan.

Hidalgo County Sheriff's Office and the eighteen (18) participating friendly forces intend to maintain a high law enforcement presence in cooperation with CBP/Border Patrol and utilize the Central Unified Command structure at the Border Intelligence Center (BIC) based at the RGV Sector Office of Intelligence to ensure operational cohesiveness of all agencies involved.

B. General Concept:

The Department of Homeland Security is funding the operational cost of Operation Stonegarden through the State of Texas Governor's Division of Emergency Management.

Hidalgo County Sheriff's Office and eighteen (18) participating law enforcement agencies will conduct operations in RGV Sector border zones along the international border with Mexico and in depth to identify criminal organizations, avenues of approach, routes of egress, and methods of transportation into the interior of the United States.

Operation Stonegarden 2011 does not authorize extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws. However, when Federal immigration violations are encountered, state and local agencies may refer those violations to Border Patrol for appropriate action.

C. Specific Responsibilities:

HIDALGO SHERIFF'S OFFICE AND IDENTIFIED FRIENDLY FORCE MENTIONED IN SECTION D OF THIS OPERATIONAL PLAN

All FY 2011/12 OPSG operational activities will be coordinated between HCSO and eighteen (18) participating Friendly Forces (law enforcement agencies) involved in the Hidalgo County strategy. The project objectives and tasks will address the critical need to achieve a safe and secure border along the RGV Sector and throughout Hidalgo County jurisdiction, by having daily coordination, collaboration and communications with the CBP/Border Patrol (BP) Sector.

Objective 1: Reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco and McAllen Stations AOR. Utilizing Operation

Stonegarden 2011 funding for overtime, fuel, equipment, vehicles and mileage in order to increase law enforcement presence/patrol activities in the area surrounding Weslaco and McAllen Stations (AOR) critical transit nodes as identified via intelligence, arrest of aliens, seizure of narcotics and weapons contraband.

Hidalgo County Sheriff's Office and eighteen (18) friendly forces as identified in Section D will enforce all state laws, and local ordinances against violators within the perspective jurisdiction areas in efforts to reduce criminal activities associated with the criminal minded illegal immigrants and drug smuggling organizations (DTOs).

HCSO along with participating friendly forces as identified in Section D of this operational plan WILL NOT enforce Title 8 (US Immigration Laws)

1. Hidalgo County Sheriff's Office (HCSO):
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide six (6) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.
2. Hidalgo County Constable Precinct 2:
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide two (2) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.
3. Hidalgo County Constable Precinct 3:
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide 5 (five) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress

routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.

4. Hidalgo County Constable Precinct 4:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide ten (10) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.

5. Alamo Police Department:

Utilize Stone Garden funding for overtime, fuel, and mileage in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Stations' Critical Transit Nodes (Expressway 83, FM 907). Alamo PD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. Alamo PD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, North and South Fm 907, Tower Rd., and Cesar Chavez Rd.

6. Alton Police Department:

To increase law enforcement presence/patrol activity in the area surrounding McAllen Station's Critical Transit Nodes (Conway and 5 Mile Line). Alton PD will enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with alien and drug smuggling. Alton PD will provide uniformed officers in marked vehicles to actively patrol 5 Mile Line and Conway.

7. Donna Police Department:

Engaged in heighten law enforcement presence/patrol activity in the area surrounding Weslaco Stations' Critical Transit Nodes (Expressway 83, FM 493). DPD will not enforce Title 8 (US Immigration law). DPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. DPD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, and FM 493.

8. Edinburg Police Department:

Edinburg Police Department will heighten law enforcement effort to disrupt criminal activities along and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other location that is identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

9. Hidalgo Police Department:

Increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. HPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. HPD will provide uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, McColl Road, Jackson Road.

10. La Joya Police Department

Increase law enforcement presence/patrol activity in the La Joya area Expressway 83, FM 2221, FM 2521, Santos Ramirez Ave., El Charco Ranch Area, Tierra Blanca Subdivision, Garza Ave., and Military Rd, all known to be high, drug and human trafficking areas. LJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling.

11. Mercedes Police Department:

Mercedes Police Department's mission is to increase law enforcement presence/patrol activity in the area surrounding Weslaco Border Patrol Stations' Critical Transit Nodes (Expressway 83, and Military Highway 281). MPD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, Military Highway 281 and border egress routes including FM 491.

12. Mission Police Department:

Mission Police will enforce state laws and local ordinances against violators in the identified areas to reduce criminal activity associated with alien, drug and weapon smuggling, by providing uniformed officers in marked vehicles and actively patrolling Expressway 83, Military Highway 281, FM 1016, FM 494, TX Hwy 107, and roads leading to and from the Rio Grande River. MPD will monitor the banks of Rio Grande River along the Anzaldua's Dam, Chimney Park boat ramp, National Butterfly Park and Bentsen State Park.

13. Palmhurst Police Department:

Palmhurst PD will provide uniformed officers in marked vehicles to actively patrol the border egress routes covering West and East on Expressway 83. The Stonegarden Operations will continue on South Military Road to the banks of the Rio Grande River at Los Ebanos Road and other assigned routes such as 3 Mile Line.

14. Palmview Police Department:

PPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. (Rio Grande River) to major highway transportation corridors (83 Hwy) leading from East on Showers Road to Inspiration Road. Also, Weslaco Stations Critical Transit Nodes (Expressway 83, South Military Road, FM1015, and FM 88).

15. Penitas Police Department:

Penitas PD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, FM 1427, Loop 374, and border egress routes near the Rio Grande River.

16. Pharr Police Department:

Pharr PD will provide uniformed officers in marked vehicles to actively patrol the US Expressway 83, US Expressway 281, and border egress routes including Military Highway, Jackson Rd. and I Rd.

17. San Juan Police Department:

SJPD will provide a uniformed officer in marked vehicle to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts. Scheduling of shifts will fluctuate, but will consist of officers working areas for four hours a day, 2 days a week, for 20 weeks.

18. Sullivan City Police Department:

Sullivan PD will provide uniformed officers in marked vehicles to actively patrol the border egress routes covering West and East on Expressway 83. We will continue on South Military Road near the banks of the Rio Grande River, FM 886, Pinto Road, and Guadalupe Flores Road.

19. Weslaco Police Department:

WPD will provide uniformed officers in marked vehicles to actively patrol Expressway 83, and border egress routes including FM 88, FM 1015.

D. Coordinating Instructions:

The Hidalgo County Sheriff's Office and eighteen (18) local Friendly Forces/Law Enforcement Agencies and the CBP Rio Grande Valley Sector Stations will coordinate Stonegarden-related enforcement activities within their respective AORs. The RGV Sector Office of Intelligence will coordinate the establishment of performance measures and the collection, analysis and dissemination of intelligence with state and local counterparts.

An operational plan for each agency/operation described in Part C. above will be generated and approved by the Chief Patrol Agent, Rio Grande Valley Sector and OBP prior to implementation. Each respective law enforcement agency will perform the same duties as normally accomplished by their respective agencies. Agencies will, however, be required to work all federally funded overtime in geographical locations at, near or adjacent to the international border in direct coordination with Customs and Border Protection personnel from the respective Border Patrol Station. Intelligence entities of the United States Border Patrol will coordinate intelligence analysis with the appropriate law enforcement agencies via the Border Intelligence Center (BIC).

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

Admin/Logistics Budget	Narrative Justification		Federal Request
HCSO Deputies	2080 hrs	@ $32.28	$ 67,142.40
HCSO Supervisor	520 hrs	@ $39.06	$ 20,311.20
HC PCT 2 Supervisor	133.05hrs	@$35.15	$ 4,676.71
HC PCT 3 Supervisor	27 hrs	@$36.46	$ 984.42
HC PCT 3 Supervisor	54 hrs	@$33.15	$ 1,790.10
HC PCT 3 Deputy	108 hrs	@$32.28	$ 3,486.24
HC PCT 3 Deputy	42 hrs	@$30.14	$ 1,265.88
HC PCT 3 Deputy	28 hrs	@$28.35	$ 793.80
HC PCT 3 Deputy	84 hrs	@$27.39	$ 2,300.76
HC PCT 4 Deputies	69 hrs	@$32.28	$ 2,227.32
HC PCT 4 Deputies	46 hrs	@$31.19	$ 1,434.74
HC PCT 4 Deputies	44 hrs	@$30.14	$ 1,326.16
HC PCT 4 Deputies	176 hrs	@$27.39	$ 4,820.64
HC PCT 4 Supervisor	69 hrs	@$33.15	$ 2,287.35
Alamo PD	400 hrs	@$30.00	$ 12,000.00
Alton PD	222 hrs	@$21.37	$ 4,744.14
Donna PD	660 hrs	@$25.00	$ 16,500.00
Edinburg PD	1224 hrs	@$53.25	$ 65,178.00
Hidalgo PD	368 hrs	@$29.00	$ 10,672.00
Mercedes PD Officer	156 hrs	@$26.786	$ 4,178.62
Mercedes PD Supervisor	150 hrs	@$30.071	$ 4,510.65
Mission PD	720 hrs	@$34.50	$ 24,840.00
Palmhurst PD	309.97 hrs	@$21.09	$ 6,537.27
Palmview PD	583.6860 hrs	@$35.00	$ 20,429.01
Pharr PD	1,080hrs	@$33.00	$ 35,640.00
San Juan PD	260.5744hrs	@$30.00	$ 7,817.23
Sullivan City PD	192 hrs	@$19.97	$ 3,834.00
Weslaco PD Officer	816 hrs	@$36.02	$ 29,392.32
Weslaco PD Supervisor	392 hrs	@$41.81	$ 16,389.52

Total Combined Overtime: **$ 377,510.48**

Fringe Benefits (FICA, Retirement, Unemployment Comp, W/C)

HCSO	17.75%	$ 15,523.01
HC PCT 2	21.31%	$ 996.61
HC PCT 3	21.49%	$ 2,282.50
HC PCT 4	21.49%	$ 2,599.48
Alamo PD	18.50%	$ 2,220.00
Alton PD	16.19%	$ 768.08
Donna PD	11.78%	$ 1,943.70
Edinburg PD	19.7%	$ 12,840.07
Hidalgo PD	22.19%	$ 2,368.12

Mercedes PD	31.51%	$ 2,737.99
Mission PD	23.28%	$ 5,782.75
Pharr PD	25.61%	$ 9,127.40
San Juan PD	17.49%	$ 1,367.23
Sullivan City PD	22.65%	$ 868.40
Weslaco PD	17.58%	$ 8,048.45

Total Combined Fringe Benefits: **$ 69,473.79**

New/Replacement Equipment: (note: fully equipped patrol unit's will include, emergency lighting, comm. radio, graphics, prisoners partition, computer system, camera system, shotgun mounts)

HCSO	1-ICX Sky tower Platform @ $115,000 ea.	$ 113,000.00
HCSO	1-FLIR thermal imaging camera	$ 6,290.39
Alamo PD	1 2007/2009 Ford Crown Victoria w/equipment	$ 8,000.00
Alton PD	Emergency Response Tactical entry gear	$ 1,180.00
Alton PD	3 Tactical Ballistic helmets	$ 839.97
Alton PD	2 Tactical entry ballistic shields	$ 2,765.90
Alton PD	3 Ballistic helmet goggles	$ 255.00
Alton PD	shipping and handling (freight)	$ 70.00
Hidalgo PD	2 Wearable video cameras	$ 2,000.00
Hidalgo PD	2 Generation 3 night vision goggles	$ 8,000.00
Hidalgo PD	1 20x80 military binocular	$ 1,396.17
La Joya PD	12 Ballistic Vest's	$ 10,623.08
Mercedes PD	Commercial Bench Scale	$ 575.00
Mercedes PD	Ballistic shield	$ 3,035.00
Mercedes PD	Breaching Ram	$ 345.00
Mercedes PD	Two window tint meters	$ 330.00
Mercedes PD	Two handheld radar units	$ 2,800.00
Mercedes PD	Six Micro Audio/video recorders	$ 600.00
Mercedes PD	Two portable breath testers	$ 840.00
Mercedes PD	Phone call recording device	$ 200.00
Mercedes PD	Twelve portable radio Mic's	$ 1,320.00
Mercedes PD	Two seat and floor pans	$ 1,060.00
Mercedes PD	Equipment Case	$ 350.00
Mercedes PD	Two undercarriage inspection mirrors	$ 180.00
Mercedes PD	Metal Detector	$ 480.00
Mercedes PD	Three red/blue dash lights	$ 870.00
Mercedes PD	Two red/blue grill lights	$ 174.57
Mission PD	1 ICX Skytower platforms	$ 72,339.44
Penitas PD	1- Safety vision mobile recording system	$ 4,085.80
Pharr PD	1 – 2012 Chevrolet Suburban fully equipped	$ 51,650.00
San Juan PD	1 – 2011 Chevrolet Tahoe equipped unit	$ 27,587.75

Total Equipment: **$323,243.07**

Reimbursement for Mileage

HC PCT 3	3,200.00 miles	@ .55	$ 1,760.00
Alamo PD	4,170 miles	@ .55	$ 2,293.50
Donna PD	6,581 miles	@ .55	$ 3,619.55
Edinburg PD	31,980.06 miles	@ .55	$ 17,589.03
Hidalgo PD	4,600 miles	@ .55	$ 2,530.00
Mercedes PD	2,806 miles	@ .55	$ 1,543.30
Sullivan City PD	1,850.39 miles	@ .55	$ 1,017.71
Total Mileage:			**$ 30,353.09**

HIDALGO COUNTY TOTAL COMBINED BUDGET: **$ 800,580.43**

Cost Estimates:

General Cost: $353,832.73

OT Cost: $446,984.27

Total Cost: $800,817.00

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

N/A

F. Special Equipment:

N/A

G. Alien Processing:

Alien Processing will be coordinated through the McAllen and Weslaco Border Patrol Stations.

H. Medical:

Medical emergencies will follow Hidalgo County's Emergency Management protocol.

I. Detention/Transportation:

Alien detention and transportation will be coordinated through the McAllen and Weslaco Border Patrol Stations,

J. Vehicles:

N/A

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1. Border Patrol	CPA Rosendo Hinojosa	956-289-4800
2. HCSO	Sheriff Guadalupe Treviño	956-383-8114
3. HC PCT 2	Constable Gilbert Alaniz	956-783-4664
4. HC PCT 3	Constable Larry Gallardo	956-581-6800
5. HC PCT 4	Constable Eddie Guerra	956-383-8560
6. Alamo P.D.	Chief Arturo Espinoza	956-787-1454
7. Alton P.D.	Chief Enrique Sotelo	956-432-0700
8. Donna P.D.	Chief Ramiro De Leon	956-464-4481
9. Edinburg P.D.	Chief Rosendo Castaneda	956-393-7411
10.Hidalgo P.D.	Chief Vernon Rosser	956-843-2737
11.La Joya	A Chief Julian Gutierrez	956-585-4855
12.Mercedes P.D.	Chief Olga Maldonando	956-565-3102
13.Mission P.D.	Chief Leo Longoria	956-584-5000
14.Palmhurst P.D.	Chief Michael Vela	956-519-3800
15.Palmview P.D.	Chief Chris R. Barrera	956-581-7416
16.Penitas P.D.	Chief Roel Bermea	956-583-0050
17.Pharr P.D.	Chief Ruben Villescas	956-787-8546
18.San Juan P.D.	Chief Juan Gonzalez	956-787-9904
19.Sullivan City P.D.	Chief Carlos Lucio	956-485-9208

20.Weslaco P.D. Chief Juan Sifuentes 956-968-8591

B. Unit Command:

RGV Sector Headquarters

CPA Rosendo Hinojosa
956-289-4800

McAllen Border Patrol Station (Hidalgo County)

PAIC Hector Escamilla
APAIC Eugene Montes, Jr.
956-217-3800

Weslaco Border Patrol Station (Hidalgo County)

PAIC Ryan J. Scudder
APAIC Henry Leo
956-647-8800

C. Communication Details:

In accordance with existing communications policy for each agency and station's area of operations.

D. Map Coordinates:

Notes:

	Longitude	**Latitude**
Degrees : Minutes : Seconds	98 : 9 : 49	26 : 15 : 33
Decimal	-98.1637	26.2593

Location Zone:

ANNEX

A. Administration Annex:

The RGV Sector Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations.

We will coordinate all apprehensions of illegal aliens in partnership with the Rio Grande Valley Sector, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection enhancement efforts along the U.S./Mexico border. Also all undocumented alien apprehensions, smuggling cases, and contraband will be transported to the appropriate RGV Border Patrol Station or DEA Office for processing.

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 18 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

N/A

Media Action Plan:

RGV Sector has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Sector Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Sector Public Affairs Office (956) 289-4990.

Legal Review:

All matters will be referred to the CBP Counsel.

HIDALGO COUNTY SHERIFF'S OFFICE:

All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

No risks have been associated with this Op Order.

Photos:

No photos have been associated with this Op Order.

Emilia Uriegas

From: Cynthia Careaga [cynthia.careaga@auditor.co.hidalgo.tx.us]
Sent: Tuesday, May 01, 2012 10:32 AM
To: 'Emilia Uriegas'
Cc: 'Deborah Fischer'; 'Rodolfo Espinoza'
Subject: FW: SAA 2011 OSg Spread sheet
Importance: High

Emilia,

Let me know if the 236.57 to be added to PCT 3 or somewhere else.

From: Paynter, Bill [mailto:Bill.Paynter@dps.texas.gov]
Sent: Tuesday, May 01, 2012 10:21 AM
To: Cynthia Careaga
Subject:
Importance: High

Cynthia:

Here is the spreadsheet for Hidalgo County 2011 OPSG. See HC PCT 3 – It has $1,996.57 – In going thru the Operations order, I added $236.57 to make it balance to the awarded amount of $800,817.00. If this is not correct, and you want to add it somewhere else, let me know.

I have also attached a copy of the OPS Order I used to develop the worksheet.

Thank you,

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

DATE: April 30, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden

ACCOUNT NUMBER: 2-1284-421-00-280-047-4-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
2-1284-421-00-280-047-4-131	Overtime Pay	87,453.60
2-1284-421-00-280-047-4-220	FICA	6,690.20
2-1284-421-00-280-047-4-230	Retirement	8,395.54
2-1284-421-00-280-047-4-250	Unemployment Compensation	437.27
2-1284-421-00-280-047-4-748	Other Equipment	119,290.39
	TOTAL APPROPRIATIONS	222,267.00
2-1284-331-12-280-047-4-000	OPERATION STONEGARDEN	222,267.00
	TOTAL REVENUES	222,267.00

REASON: **To appropriate budget for the FY2011 Operation Stonegarden Grant awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

Note: Expenses relating to Health and Life Insurance assigned to the overtime hours are to be charged to the Sheriff's Budget (2-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-32218 **Sheriff's Office 9. B.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Lupe Trevino **Submitted By:** Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY12 grant with the Texas Ranger Division, Texas Department of Public Safety.
2. Approval of Resolution.
3. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Border Sheriff's Coalition (TBSC). The period of performance is 06/01/12 to 12/31/12, with possible extension to August 31, 2013.

The proposed budget includes overtime, fringe benefits (excluding health, life insurance and unemployment comp.), and operational expenses.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-080-2-XXX

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

BUDGETARY IMPACT:

No local match is required.

Fringe benefits for health, life insurance and unemployment comp. attributed to the overtime hours are to be charged to the Sheriff's Office budget (Account Number 2-1100-421-00-280-001-0-XXX).

Attachments

Resolution

BACKUP

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/03/2012 04:58 PM
Budget & Management	Merlen P. Munoz	05/04/2012 10:23 AM
Dale Kennan	Dale Kennan	05/04/2012 02:11 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Emilia Uriegas Started On: 05/03/2012 04:37 PM

Final Approval Date: 05/04/2012

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County Texas that the **Local Border Security Program 2012 (LBSP 12)** be operated for the period of; **June 1, 2012 through December 31, 2012, with possible extension to August 31st, 2013;** and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

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

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge 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 Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application for the **Local Border Security Program 2012 (LBSP 12)** to the Office of the Governor, Criminal Justice Division.

Passed and Approved by Commissioners' Court on **May 8th, 2012**

Signed by:

Ramon Garcia
Hidalgo County Judge

Joel Quintanilla
Commissioner, Pct. # 1

Hector "Tito" Palacios
Commissioner, Pct. # 2

Joe M. Flores
Commissioner, Pct. # 3

Joseph Palacios
Commissioner, Pct # 4

Rodolfo Espinoza

From: Amanda Wilkins [awilkins@txbsc.org]
Sent: Tuesday, May 01, 2012 5:18 PM
To: vcrubulcava@yahoo.com; albert.deleon701@yahoo.com; deleon.oralia@yahoo.com; Dennis Georgens; Frank Ortez; Ryan Urrutia (Sgt.); Captain Rudy Espinoza; Sheriff Lupe Trevino; Robert Wilson; maryelewis@windstream.net; Sheriff Arvin West; ppd743@yahoo.com; Sheriff Rick McIvor; fcovarrubiasjdco@yahoo.com; Blanca Davila; Sheriff Tomas Herrera; Sheriff Cliff Harris; T. J. Perkins; lfuentes@starrcountyso.org; atrevino31@starrcountyso.org; Sheriff Rene Fuentes; Carlos Garcia; Terrell County; Sheriff Clint McDonald; Sheriff Joe Martinez; Deputy Dora Guzman; esoto@valverdesheriff.com; wbullard@valverdesheriff.com; Pete Arredondo; Webb Jose Lopez; Sheriff Martin Cuellar; Alonso Lopez; Sheriff Sigi Gonzalez; Sheriff Eusevio Salinas; nicole.moron@yahoo.com; rrios792@yahoo.com
Cc: awilkins@txbsc.org; Donald Reay; jlopez@txbsc.org; plopez@txbsc.org; Kimberly Swanson
Subject: LBSP 2012 Sub-grantee Application
Attachments: LBSP 2012 Sub-Grantee Application.zip

Please find the LBSP 2012 Sub-Grantee Application attached.
The due date for this application is May 14th, 2012.

ALL APPLICATIONS SHOULD BE SENT TO:
TBSC
240 Thunderbird, Ste A
El Paso, Texas 79912

You will also find the Program Guidance that lists all allowable and unallowable costs and activities.
Please read over this carefully and call us with any questions you may have.

Feel free to contact us with any questions you may have.
Thank you!

Amanda Wilkins
Executive Assistant
Texas Border Sheriff's Coalition
240 Thunderbird, Suite A
El Paso, Texas 79912
(915) 351-0621
(915) 351-0641 (fax)

LOCAL BORDER SECURITY PROGRAM FY 2012 (LBSP-12) APPLICATION

1. **APPLICANT NAME (Jurisdiction):** **HIDALGO COUNTY SHERIFF'S OFFICE**

2. **COUNTY:** **HIDALGO**

3. **TYPE:**
☐ City Government
X County Government

3. **PAYMENT TYPE:**
X Reimbursement
☐ Advance Payment (50% initial advance, remaining funds in 25% blocks not to be distributed until after 40% and 60% of grant funds have been expended by Grantee)

4. **REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2013)**

June 1 through December 31, 2012 and with possible extensions to August 31, 2013

6. **CHECKLIST OF APPLICATION ATTACHMENTS:**
(See the Local Border Security Program 2012 (LBSP- 12) Guide for information on completing these forms.)

- **X** Designation of Grant Officials (Form A-2).
- **X** Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- **X** Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- **X** Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- **X** Statement of Work (Form A-6)
- **X** Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
- **X** Copy of local overtime policy.
- **X** Copy of pay schedule during the grant period.

7. **CERTIFICATION**

This Application, together with the Local Border Security Program FY2012 (LBSP-12) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2012 (LBSP-12) Guide.

Ramon Garcia

Authorized Official
(Original Signature)County Judge

5/08/12
Date

Guadalupe "Lupe" Treviño
Sheriff

Grant Performance Officer
(Original Signature)

5/08/12
Date

8. APPROVAL: The attached application is approved.

☐ Executive Director, Texas Border Sheriff's Coalition

Date

Mail completed forms and application materials to:

Texas Border Sheriff's Coalition
240 Thunderbird, Ste A
El Paso, Texas 79912

LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP- 12)
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP-12)**
GRANT PERIOD:	**June 1, 2012 - December 31, 2012**
AGENCY NAME:	**HIDALGO COUNTY SHERIFF'S OFFICE**

Grant Performance Officer	**(This is typically your Chief or Sheriff)**
Name	**Guadalupe "Lupe" Trevino**
Title	**Sheriff**
Official Mailing Address	PO Box 1228 Edinburg, Texas 78540
Daytime Phone Number	**956-383-8114 Ext:6003**
Fax Number	**956-393-6179**
E-mail Address	**sherifftrevino@hidalgoso.org**

Grant Financial Officer	
Name	**Ray Eufracio**
Title	**County Auditor**
Official Mailing Address	2808 South Business 281 Edinburg, Texas 78539
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**Ray.eufracio@auditor.co.hidalgo.tx.us**

Authorized Official *	
Name	**Ramon Garcia**
Title	**County Judge**
Official Mailing Address	1615 South Closner Suite J Edinburg, Texas 78539
Daytime Phone Number	**956-316-2600**
Fax Number	**956-318-2699**
E-mail Address	**Ramon.garcia@co.hidalgo.tx.us**

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. **NAME OF PROGRAM/ ASSISTANCE:** **LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP- 12)**	2. **APPLICANT STATUS:** ☐ City ☐ Reimbursement **X County** ☐ Advance
3. **START DATE:** **JUNE 1, 2012**	4. **END DATE:** **DECEMBER 31, 2012**
5. **APPLICANT INFORMATION**	
a. Legal Name of Applicant Organization (as it appears on the LSBP- 12 Application/Form A-1): **HIDALGO COUNTY SHERIFF'S OFFICE**	b. Name & Telephone Number of Grant Performance Officer: **Sheriff Guadalupe "Lupe" Treviño** **956-383-8114 Ext:7909**
c. Mailing Address: **PO Box 1228, Edinburg, Texas 78540**	d. Physical Address (if different from Mailing Address): **711 El Cibolo Rd., Edinburg, Texas 78540**
6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #** **74-6000717**	

7. **ESTIMATED EXPENSES:**	
a. Salary & Benefits (from line ___ Form A-4)	**$166,149.06**
b. Travel Expenses (from line ___ Form A-4)	
c. Operating Expenses (from line ___ Form A-4)	**$39,627.00**
d. Total Expenses (A + B + C)	**$205,776.06**

8. **CERTIFICATION**: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.	
a. Typed Name of Authorized Official:	**Ramon Garcia**
b. Title of Authorized Official:	**Hidalgo County Judge**
c. Original Signature of Authorized Official:	
d. Date Signed:	**May 8th, 2012**

INSTRUCTIONS FOR FRONT SIDE OF THIS FORM

1. Except as indicated below, entries are self-explanatory.
2. Item 1: Enter "Local Border Security Program FY12".
3. Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-12 Program Application (Form A-1).
4. Item 7: The data in this section should agree with the information included on the Financial Cost Estimate (Form A-4).
5. Item 8 a, b, & c. This form must be signed by an Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – ***not*** Sheriffs or Chiefs of Police.

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2012

2. APPLICANT NAME: HIDLAGO COUNTY SHERIFF'S OFFICE

3. ESTIMATED MONTHLY EXPENSES: JUNE 1, 2012 - DECEMBER 31, 2012 (7 MONTHS)

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 9.96%	Unemp Comp	Total Salary & Fringe
patrol deputy	4	$21.52	$32.28	10	12	$15,494.40	$1,185.32	$1,543.24	$0.00	$18,222.96
supervisor	1	$26.04	$39.06	10	12	$4,687.20	$358.57	$466.85	$0.00	$5,512.62
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
(NOTE: Fringe benefits premitted in tlhis grant are FICA and Retirement)								Total Personnel Estimates		$23,735.58

b. Travel & Per Diem Estimate

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

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	5	170	12	$0.555	$5,661.00
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	$5,661.00

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 7

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: Bi-Monthly

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

X

Signature of Grant Official

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$166,149.06
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$39,627.00
Total Expenses	**$205,776.06**

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement [X] Advance Payment [ ]

Form A-4
(09/11)

State of Texas Assurances and Certifications
State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
HIDALGO COUNTY SHERIFF'S OFFICE	Local Border Security Program FY12 (LBSP-12)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

Ramon Garcia	County Judge
Typed Name of Authorized Official	Title
	May 8th, 2012
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. A subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. A subgrantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. A subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).

(8) SUSPECTED CHILD ABUSE. A subgrantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

(12) HIV/AIDS. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper

accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING – The applicant certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
   C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

Statement of Work (SOW) for LBSP Grant Funds 2012
Statement Of Work (SOW) for LBSP Funds 2012

State Objective of LBSP 2012 Funds

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and surge operations.
- Increase the amount and quality field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMAP, sector specific information, and employment of intelligence analysts.

1). How do you locally plan to ensure that the State Objectives are executed in your area?

Hidalgo County Sheriff's Office will work collaboratively in covert and/or overt operation(s) with all local, state and federal law enforcement agencies.

By developing, processing and sharing intelligence data, utilizing inter-agency communications mechanisms or reacting to corroborated intelligence disseminated by the JOIC, will enable and prepare participating agencies to be vigilant, react and be proactive towards the criminal element.

This strategic approach will enable us to respond accordingly, prepared to identified problematic areas, shift manpower and resources as needed to gain control, disrupt and/or dismantle the threat.

2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

HCSO patrol personnel will conduct high visibility law enforcement presence while patrolling on north and south bound on major highways, farm to market roads and on ingress/egress routes along the U.S./Mexico international boundaries with a direct plan of action to apprehend, identify, disrupt and/or dismantle the criminal element from engaging and/or furthering their criminal activity unto U.S. soil.

We will participate in local and regional Directed Action enforcement. We will also conduct Directed Action enforcement targeting criminal elements within Hidalgo County . This direct action will be conducted in a collaborative plan of action to achieve the goal and objectives set forth with the statement of work.

AI-31985 **10. A.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Pursuant to the Tax Code 31.11 (c-1), requesting approval to extend the tax refund deadline of three years to an additional two years for the following tax refunds.

REFUND TYPE	ACCT #	TAXPAYER	REFUND AMT	PAYMENT DATE
Overpayment	M4660.00.000.0091.00	First American	$963.56	12/30/2008
Overpayment	P4000.00.000.0048.00	First American	$3671.98	12/30/2008

BACKGROUND

Pursuant to Tax Code 31.11(c), a refund application for an overpayment or erroneous payment must be made within three years after the date of the payment or the taxpayer waives the right to the refund. However, Tax Code 31.11(c-1) states that, the governing body of the taxing unit may extend the deadline for a single period not to exceed two years.

Attachments

first american

Form Review

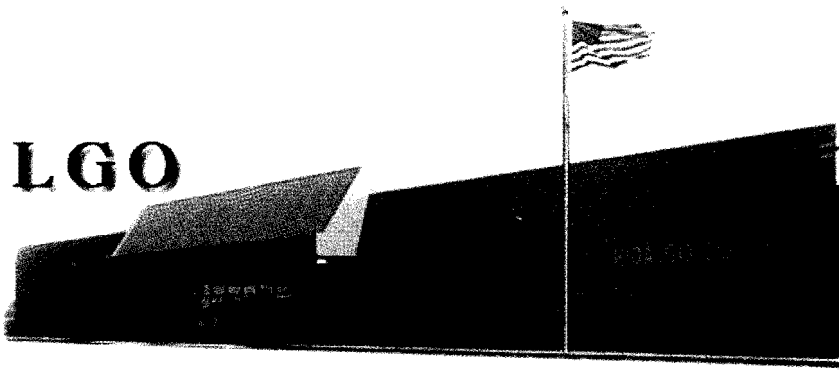
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/19/2012 11:22 AM
Perla Lopez	Perla Lopez	04/26/2012 09:54 AM
Auditor's Office	Arcilia Duran	05/04/2012 09:57 AM

Form Started By: Hilda Fuentes Started On: 04/19/2012 09:50 AM

Final Approval Date: 05/04/2012

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

April 18, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

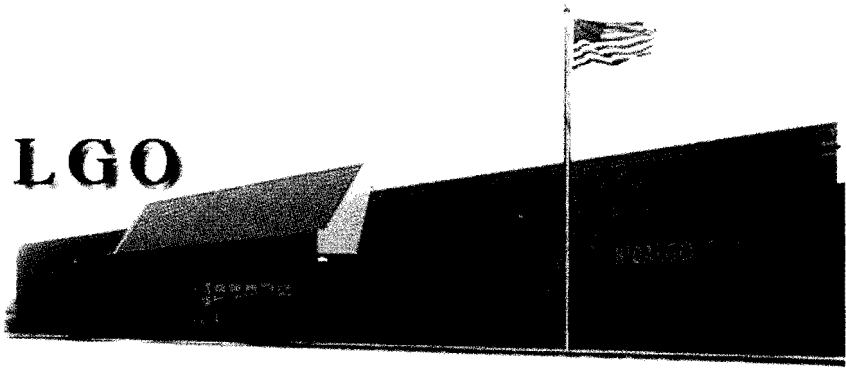
Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.M4660.00.000.0091.00	FIRST AMERICAN	$ 963.56
2.P4000.00.000.0048.00	FIRST AMERICAN	$ 3,671.98

An appliction for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund.
The govering body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Ln# 1881734260

082411092

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
VILLEGAS, JAIME JR & JAIME M SR (PAID BY:FIRST AMERICAN)

Present mailing address *(number and street)*
416 CHEYENNE AVE

City, town or post office, state, ZIP code
PHARR, TX 78577

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MINNESOTA TERRACE LOT 91, 50.000% UDI

Step 2: Describe the property

Address or location of property:

R237510

Account number of property:

M4660.00.000.0091.00

Tax receipt number:

OR 12805709

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/30 / 2008	$ 963.56	$ 963.56
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 963.56

Taxpayer's reason for refund *(attach supporting documentation)*: OP

NB CK# 71937035 11/25/08

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: D. Jackson C/O Chase — Date of application for tax refund: 12-7-11

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☐ Disapproved

sign here — Authorized officer — Date

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 4/4/12

4/12

Lot# P1693861990

08241140

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
JULIA, LUIS MANUEL & KATHERINE D (PAID BY: FIRST AMERICAN)

Present mailing address *(number and street)*
2420 PARK CIR

City, town or post office, state, ZIP code
MCALLEN, TX 78501

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): PARKLAND ESTATES LOT 48

Step 2: Describe the property

Address or location of property:

R256984

Account number of property:

P4000.00.000.0048.00 OR 12805745

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/30 / 2008	$ 3671.98	$ 3671.98
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3671.98

Taxpayer's reason for refund *(attach supporting documentation)*: OP

CK# 71937034 11/25/08

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: K Jackson c/o Chase — Date of application for tax refund: 12-7-11

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☐ Disapproved

sign here — Authorized officer — Date

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, Tax Code)* — Date: 4/4/12

4/12

AI-32076 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 05/08/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

TB Division (1293):
1. Requesting authorization to accept the DSHS Tuberculosis Prevention & Control - State grant contract #2012-039064-001A in the amount of $51,694.00. The purpose of this Amendment is to add additional task related to Hidalgo County's TB prevention & control activities in this program attachment and to purchase equipment. This Amendment is effective 05/08/12.
2. Approval of the Certification of Revenue as certified by the County Auditor.
3. Approval of the attached TB Grant Budget Appropriation.

BACKGROUND

Request to apply for additional TB grant monies was approved by Commissioner's Court on 01/31/12 through AI-30621.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No local matching funds required.

Appropriation of funds in the amount of $51,694.00 for the Tuberculosis Prevention and Control grant.

Revenue Account# 2-1293-334-10-340-008-2-000 T.B. Control - Revenues

Attachments

Grant Contract
Budget Appropriation
cert

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 02:48 PM
Manuel Chapa	Manuel Chapa	04/30/2012 03:48 PM
Auditor's Office	Arcilia Duran	05/04/2012 09:59 AM
Dina Trevino	Merlen P. Munoz	05/04/2012 10:32 AM
Dale Kennan	Dale Kennan	05/04/2012 11:37 AM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM
Form Started By: Mike Escaname		Started On: 04/25/2012 02:07 PM

Final Approval Date: 05/04/2012

Mike Escaname

From: Sharp,Kathy (DSHS) <Kathy.Sharp@dshs.state.tx.us>
Sent: Wednesday, April 25, 2012 8:27 AM
To: Miguel escaname (miguel.escaname@mail.hchd.org); Eddie.Olivarez@hchd.org; Gloria Salinas (gloria.salinas@hchd.org)
Subject: FW: 2012-039064-001a HIDALGO COUNTY TB PC STATE
Attachments: 2012-039064-001A HIDALGO COUNTY TB PC STATE AMENDMENT.pdf; 2012-039064-001A HIDALGO COUNTY TB PC STATE CATEGORICAL BUDGET.pdf; 2012-039064-001A HIDALGO COUNTY TB PC STATE EQUIPMENT LIST.pdf

Importance: High

Please find attached your TB/State Amendment.

Kathy Sharp, Contract Manager
Contract Management Unit
W-239, MC1990
Office: 512-776-7428, ext. 2640
Direct: 512-776-2640
Fax: 512-458-7391
kathy.sharp@dshs.state.tx.us

From: Lazare-Payne,Rosalyn (DSHS)
Sent: Wednesday, April 25, 2012 7:28 AM
To: 'HIDALGO (mike.escaname@hchd.org)'; 'Dan Beltran HIDALGO (dan.beltran@hchd.org)'
Cc: Sharp,Kathy (DSHS)
Subject: FW: 2012-039064-001a HIDALGO COUNTY TB PC STATE
Importance: High

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract. Please print two copies of each, in the order they appear in this email, sign and return both copies to this unit as soon as possible. Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886 Department of State Health Services 1100 W.49th Street Austin, TX 787756	Client Services Contracting Unit MC 1886 Department of State Health Services PO Box 149347 Austin, TX 78714- 9347

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Rosalyn Lazare-Payne at 512.458.7111 ext 2684 or via email at rosalyn.lazare-payne@dshs.state.tx.us.

Sincerely,

Rosalyn Lazare -Payne, CTP
Client Services Contracting Unit -MC 1886
Department of State Health Services
1100 West 49th Street
PO BOX 149347
Austin, TX 78714-9347
512-458-7111-2684

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract #2012-039064 (Contract) in accordance with this Amendment No. 001A : TB/PC-STATE, effective 03/28/2012 .

The purpose of this Amendment is to add additional task related to contractor's TB prevention and control activities in this program attachment and to purchase equipment.

Therefore, DSHS and Contractor agree as follows:

The program attachment number is changed as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

SECTION II. PERFORMANCE MEASURES. are revised to add the following:

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.~~ If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed ~~reported~~ TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less; ~~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.~~

Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB. If data indicates a compliance rate for this Performance Measure of less than 85%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97.4%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; ~~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. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS ~~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~~ .

5. 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. If fewer than 80% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS ~~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. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; ~~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. 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. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to

improve that percentage, on a timeline set by DSHS; ~~All reporting to DSHS shall be completed as described in Section I, B Reporting and submitted by the deadlines given.~~

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 81.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; ~~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.~~

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 65%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10.Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data indicates a compliance rate for this Performance Measure of less than 89.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

SECTION VIII. SPECIAL PROVISIONS, is revised to add the following

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

Contractor must initiate the purchase of equipment added per amendment A to this Program Attachment no later than August 1, 2012. Failure to initiate the purchase of equipment by August 1, 2012 may result in loss of availability of funds for the purchase of equipment.

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

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

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Tuberculosis Prevention and Control - State
CONTRATOR: HIDALGO COUNTY
CONTRACT NO: 2012-039064
CONTRACT TERM: 09/01/2011 THRU: 08/31/2012
BUDGET PERIOD: 09/01/2011 THRU: 08/31/2012 CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$325,692.00	$325,692.00	$0.00
Fringe Benefits	$100,020.00	$100,020.00	$0.00
Travel	$1,650.00	$1,650.00	$0.00
Equipment	$0.00	$3,240.00	$3,240.00
Supplies	$7,145.00	$7,145.00	$0.00
Contractual	$9,000.00	$24,000.00	$15,000.00
Other	$12,000.00	$45,454.00	$33,454.00
Total Direct Charges	$455,507.00	$507,201.00	$51,694.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$13,366.00	$13,366.00	$0.00
Other Match	$0.00	$0.00	$0.00
Income Total	$13,366.00	$13,366.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$455,507.00	$507,201.00	$51,694.00
Performing Agency Share	$13,366.00	$13,366.00	$0.00
Receiving Agency Share	$455,507.00	$507,201.00	$51,694.00
Total Reimbursements Limit	$455,507.00	$507,201.00	$51,694.00
JUSTIFICATION			
This amendment adds additional tasks, and corresponding funds to the Budget Section, related to Contractor's TB prevention and control activities in this Program Attachment.			

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

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Tuberculosis Prevention and Control - State
CONTRACTOR: HIDALGO COUNTY
CONTRACT TERM: 09/01/2011 THRU: 08/31/2012
BUDGET PERIOD: 09/01/2011 THRU: 08/31/2012
CONTRACT NO: 2012-039064 CHG: 001A

PREVIOUS EQUIPMENT LIST

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

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	Optec 5500P Vision Tester	1	$3,240.00	$3,240.00
			$	$
			$	$
			$	$

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

April 30, 2012

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$51,694.00	Award No. 2012-039064-001A Tuberculosis Prevention and Control-State

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/30/12
Date

AI-32151 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Dairen Sarmiento,
HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion and approval for Hidalgo County to participate in the Texas Healthcare Transformation and Quality Improvement Program Waiver.
2. Discussion and approval for Hidalgo County to be the "anchor" county for Region 5

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 2-1100-444-00-240-004-2-843

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

BUDGETARY IMPACT:

Available balance is $6,875,000.00 as of 5/3/12.
In the UPL program Hidalgo County currently pays $8.25 million for Indigent Health Care. Under this waiver program the county would pay approximately the same (so no budgetary impact). If the county chooses to opt out of the waiver program, the funding required from the county for indigent health would revert back to the 8% GTL (approx 12.5 million).

Attachments

LETTER
REGIONAL MAP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/01/2012 02:06 PM
Manuel Chapa	Merlen P. Munoz	05/02/2012 03:39 PM
Dale Kennan	Dale Kennan	05/03/2012 11:47 AM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Dairen Sarmiento Started On: 05/01/2012 01:33 PM

Final Approval Date: 05/04/2012

RECEIVED
JAN 13 2012
HidalgoCountyHumanServices

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

THOMAS M. SUEHS
EXECUTIVE COMMISSIONER

January 5, 2012

Dear Dairen Sarmiento:

I am writing to you to inform you of changes to the state's current Upper Payment Limit (UPL) program that may affect you. The changes are the result of an 1115 Medicaid program waiver approved by the federal government on December 12, 2011. This letter provides background information on who will be affected, an overview of the types of changes, and ways for you to obtain additional information on the changes and what you will need to do if you are currently involved in the UPL program, or if you would like to participate in the opportunities offered under the 1115 waiver program that will replace the current UPL program.

You will be affected by changes to the UPL program if:

- You are a hospital district that provides funding for the current UPL program.
- You are a county that provides funding to a private or public hospital and those funds are matched through the UPL program.
- You are a hospital, public or private, that currently receives UPL funding.
- You are a county that does not currently participate in the UPL program (by providing county funds to a hospital, with those funds matched with federal funds), but has county funds that you are interested in potentially matching with federal funds under the new waiver program.
- You otherwise participate in the current UPL program, or want to learn more about the waiver.

It is important to note that under the changes to the UPL program, entities that want to continue or newly participate with the program at any time over the next five years, must engage in development and transition activities to be eligible for funding at any time in the five year waiver program.

Hospitals that currently receive UPL funding will have new conditions to meet to receive continued funding. One of the most significant changes involves a provider's participation in the regional planning process which will occur in the first year of the waiver. According to the rules of the waiver, if a provider does not participate in the regional healthcare plan development, they will be unable to receive any funds from the Delivery System Reform Incentive Payment (DSRIP) or Uncompensated Care (UC) pools. These changes are currently in effect and redefine the manner in which hospitals can access program funding.

Background

During the last legislative session, the Health and Human Services Commission (HHSC) was directed to achieve cost savings by providing Medicaid through a managed care program throughout the state. This change shifts operations from a fee-for-service model to a captitated managed care delivery system. The phase in of this capitated model began in September 2011 and will be completed in March 2012.

However, federal regulations prohibit UPL payments when Medicaid is provided through managed care. In order to avoid the loss of more than $2 billion in UPL payments to the hospitals, and as mandated by the Texas Legislature, HHSC worked with the federal Centers for Medicare and Medicaid Services (CMS) to both keep the funding for hospitals and expand Medicaid managed care. To achieve these goals, CMS required the state to submit and negotiate an agreement in what is called a federal 1115 waiver.

CMS approved the waiver December 12, 2011. The waiver will be in effect for five years. As negotiated with CMS, additional objectives of the 1115 Waiver are to improve access to care, the quality of care, and the health of the population receiving these services.

For your information and review, a copy of the waiver proposal submitted to CMS, titled the "Texas Healthcare Transformation and Quality Improvement Program Waiver" and the final Special Terms and Conditions are located on the HHSC website at http://www.hhsc.state.tx.us/1115-waiver.shtml. Summary details of key provisions of the waiver are described below.

Waiver Funding

To ensure stability in funding between the last year prior to the waiver and the first year of the waiver (starting December 2011), the HHSC will make Transition Payments to hospitals and physician groups that received supplemental payments under Texas Medicaid State Plan during Federal Fiscal Year 2011. Entities that provide Intergovernmental Transfers (IGT) and hospitals receiving IGT will not need to make changes to receive transition funding during this year.

Starting the second year of the waiver, entities providing IGT and hospitals that had received UPL funding must meet new requirements for program funding. However, under the waiver, the anticipated amount of federal funding available to hospitals is expected to nearly double compared to current UPL amounts. This will provide new opportunities to IGT entities to access additional funding – if additional IGT is identified, and if program requirements are met.

The waiver replaces the UPL program methodology with the concept of pools. There are two funding pools – the UC and DSRIP pools – and funding from both pools requires a state match. A brief description of the funding pools is provided below.

1. **UC Pool Payments** are designed to help offset the costs of uncompensated care provided to Medicaid eligibles or to individuals who have no funds or third party coverage for services provided by the hospital or other providers.

   To qualify for a UC payment, a hospital must submit an annual UC application that will collect cost and payment data on services eligible for reimbursement. Hospitals will be required to submit the application by September 30 of each year, beginning in 2012 in order to qualify for a UC Pool payment. (The document is currently under development and will be available at a future date).

   Uncompensated care amounts will be based on:
   - Uncompensated Medicaid costs and uninsured patients' costs not covered by Disproportionate Share Hospital (DSH).
   - Medicaid non-hospital uncompensated care costs (such as physician, clinic and pharmacy settings which will be defined by the UC Application document).

2. **DSRIP Pool Payments** are available as incentive payments to hospitals that develop programs or strategies supporting hospitals' efforts to enhance access to health care, increase the quality of care, the cost-effectiveness of care provided and the health of the patients and families served. Programs or strategies eligible for incentive payments must be included in program plans submitted to the state as described below.

Regional Healthcare Partnerships and Plans

Under the waiver program, eligibility to receive payments from either of the funding pools described above will require participation in a Regional Healthcare Partnership (RHP). Entities providing IGT will work with other IGT-providing entities in geographical regions as Regional Healthcare Partnerships. The RHP regions will be developed throughout the state with each RHP required to submit a RHP plan to the state in order to receive funding.

Each RHP will include the IGT providers in an area, other hospital providers as well as other various healthcare providers. Each RHP will be 'anchored' by a public hospital or by the governmental entity providing IGT. The 'anchor' will be responsible for coordinating with other participating entities in the development of the RHP plan and for being the single point of contact for reporting with HHSC. (Details are noted in the section that follows). At a minimum, the plans will identify the participating partners, community needs, the proposed projects, and funding distribution.

DSRIP Pool Programs

Hospitals with IGT or IGT provided for them can receive incentive payments for improvement programs that increase access to care, improve the quality or cost-effectiveness of care, or improve the experience of care to improving the health of populations and reduce per capita costs of health care. There are four program categories from which RHPs may select to receive DSRIP funding. HHSC is working collaboratively with a variety of hospitals and organizations to create an expanded list of programs for each category. Once approved by CMS, the list will be made available to RHPs and serve as the basis for RHP plan development. The categories are:

- **Category 1: Infrastructure Development** – addresses investments in people, places, processes and technology (i.e. expand primary care/behavioral health capacity).
- **Category 2: Program Innovation and Redesign** – includes the piloting, testing and replicating of innovative care models (i.e. primary care redesign, medical homes).
- **Category 3: Clinical Quality Improvements** – major improvements in care provided in hospitals that can be achieved within a four year time span, e.g., reduced central line infections.
- **Category 4: Population Focused Improvements** – includes reporting measures across several domains based on regional/community needs that will favorably impact the healthcare delivery system (i.e. patient experience, preventive health).

Many hospitals, county commissioners and judges may have already heard about the waiver and the program changes. HHSC has been working with the Texas Organization of Rural and Community Hospitals (TORCH), the Texas Association of Counties (TAC), County Judges and Commissioners Association of Texas as well as the Texas Hospital Association (THA) and other hospital associations to discuss the waiver and the upcoming changes. These groups can serve as resources for you.

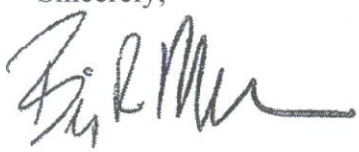
In addition, HHSC staff is currently focusing efforts on expanding rural county participation and have scheduled several technical assistance site visits. A series of webinars will also be scheduled, and we encourage you to contact us if you are interested in receiving information about meetings and webinars. If you are interested in being notified about local meetings and webinars, please email Shanece Collins and provide her with your name, the IGT providing entity you represent (hospital, county, or other), and the name of the best point of contact for you, email, phone and mailing address. Shanece can be emailed at shanece.collins@hhsc.state.tx.us.

A schedule of implementation activities is noted below and will also be posted on the agency website.

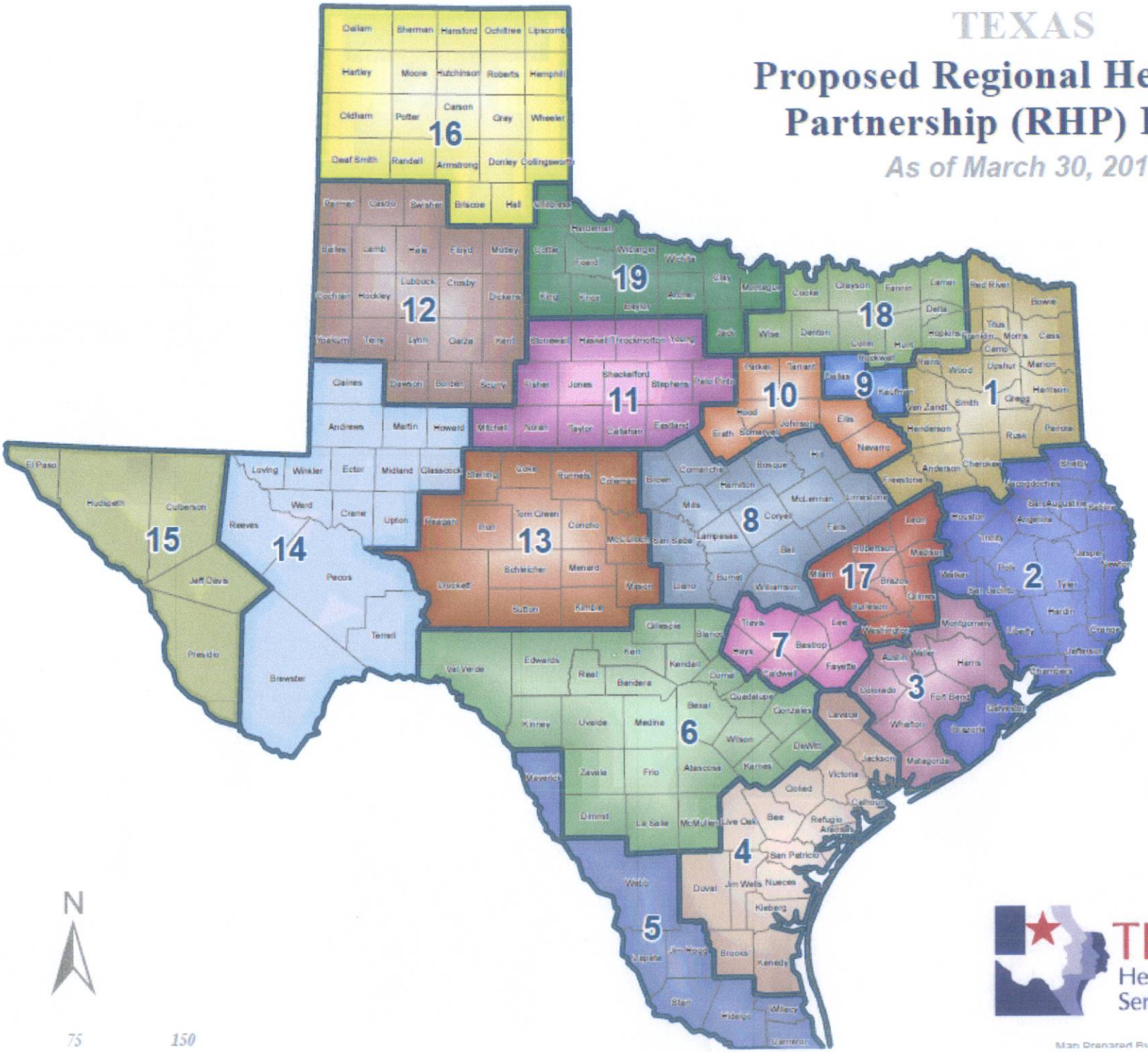
March 31, 2011	HHSC must submit a description of the state's plan for forming the RHPs, identifying the public hospitals directing each RHP, and the general projects and quality measures to be addressed in each RHP DSRIP to CMS for approval.
August 31, 2011	HHSC, CMS, and Texas Medicaid hospitals are required to work collaboratively to develop the RHP planning protocols and the program funding and mechanics protocol.
October 1, 2011	RHPs must submit their final DSRIP plans to the HHSC and CMS for approval.

I look forward to working with you over the next year as we transition the program and your ongoing participation in the Texas Healthcare Transformation and Quality Improvement Program. Should you have questions about any information contained in this letter, please feel free to contact Maureen Milligan, Deputy Director for Quality and Cost Containment Department at (512) 491-1328 or maureen.milligan@hhsc.state.tx.

Sincerely,



Billy Millwee
Deputy Executive Commissioner for Health Services Operations


TEXAS
Proposed Regional Healthcare Partnership (RHP) Regions
As of March 30, 2012
16
19
12
18
11
10
9
1
15
14
13
8
17
2
7
3
6
4
5
N
0
75
150
TEXAS
Health and Human Services Commission
Map Prepared By: Strategic Decision Support

AI-31724 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Public Health Emergency Preparedness Division (1293):
Requesting authorization to execute the Agreements between Hidalgo County and following local hospitals: Doctors Hospital at Renaissance, Knapp Medical Center, Rio Grande Regional Hospital, Mission Regional Medical Center and South Texas Health System which includes Edinburg Regional Medical Center, McAllen Medical Center, and Edinburg Children's Hospital. The aim of these Agreements is to monitor and analyze healthcare registration data collected from emergency department visits for possible outbreaks of infectious disease and other public health threats and emergencies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-10-340-013-2-320

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

BUDGETARY IMPACT:

Available balance as of 5-2-12 $126,312.00

Attachments

mission hospital agreement
rio grande regional agreement
south texas health system
Doctors Hosp Renaissance Agreement
Knapp Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/01/2012 09:49 AM
Manuel Chapa	Merlen P. Munoz	05/02/2012 08:22 AM
Dale Kennan	Dale Kennan	05/03/2012 02:11 PM
Auditor's Office	Arcilia Duran	05/04/2012 03:28 PM
Dina Trevino	Merlen P. Munoz	05/04/2012 03:46 PM
Dale Kennan	Dale Kennan	05/04/2012 04:53 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Angela Garcia Started On: 05/01/2012

Final Approval Date: 05/04/2012

AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
MISSION REGIONAL MEDICAL CENTER

THIS Agreement is made by and between the **MISSION REGIONAL MEDICAL CENTER,** hereinafter referred to as the "Hospital," and the **COUNTY OF HIDALGO, TEXAS,** herinafter referred to as the "County" which may be individually referred to as "Party" and collectively referred to as "the Parties".

WITNNESSETH:

WHEREAS, the Hospital is a hospital located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Emergency Preparedness ("PHEP") and Response for Bioterrorism program grant from the Texas Department of State Health Services (hereinafter "the Grant" and awarded under contract #2011-038671) to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the Parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, the Parties have agreed to enter into this Agreement as it is in the best interest of Hidalgo County's Public Health to prevent or contain a potential disease outbreak and the need for a functional Real Time Outbreak & Disease Surveillance System is critical to the residents of the County and the first responder's Public Health Security. As such, it may be necessary to monitor healthcare registration data collected in real time from emergency department visits through the Real-time Outbreak and Disease Surveillance ("RODS") System. RODS automatically collects public health surveillance data, analyzes them for possible outbreaks, notifies users, and has a web-base interface to examine the data and be able to respond in the area served by the County Public Health Department, and

WHEREAS, Hospital emergency department data which generally includes a unique encrypted patient identifier, chief complaint, screening date, date of birth, gender and residential zip code for each record will be used; and

WHEREAS, the County Public Health Department will share aggregated County data, which will not include identification of individual patients or hospitals, with other health agencies including other local, state, and federal public health agencies through the RODS system or CDC's BioSense syndromic system; and

WHEREAS, Hospital and County desire to contract with each other to perform PHEP program approved activities and that this Agreement is intended to satisfy the requirements of

the Grant and will govern the terms and conditions under which the Parties will perform or provide services under the Grant.

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

I. HIPAA Compliance

A. General.

1. hold all Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by each Party from or on behalf of the other Party. EPHI is individually identifiable health information that is transmitted by or maintained in electronic media. A Security Incident is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with the systems operations in an information system.

2. be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy and Security Requirements."

B. Business Associate: Each Party is a "Business Associate" of the other Party as that term is defined under the Privacy and Security Requirements. Each Party agrees:

1. *Nondisclosure of PHI and EPHI*: Not to use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement other than as permitted or required by this Agreement, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure*: Not to further use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements of HIPAA if disclosure was made by the other Party, or if either it or the other Party is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

3. *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI and EPHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI.

4. *Reporting Unauthorized Disclosures and EPHI Incidents*: To report to the other Party any use or disclosure of PHI and EPHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

5. *Subcontractors and Agents*: To make all reasonable efforts to ensure that any subcontractors or agent to whom either Party provides PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement agrees to the same restrictions and conditions that apply to it with respect to such PHI and EPHI.

6. *Mitigation*: To mitigate, to the extent practicable, any harmful effect that is known to either Party of a use or disclosure of PHI and EPHI by either Party or by a subcontractor or agent of either Party resulting from a violation of this Agreement.

7. *Notice – Access by Individual*: To notify the other Party in writing within three business days of any request by an individual for access to the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide access to the degree required or permitted by law or, if the other Party maintains the requested records, direct the individual to the other Party for access to the individual's PHI and EPHI.

8. *Notice – Request for Amendment*: To notify the other Party in writing within three business days of any request by an individual for amendment to the individual's PHI and EPHI and to, upon receipt of such request from an individual, make such amendments as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party to request amendment of the individual's PHI and EPHI.

9. *Notice – Request for Accounting*: To notify the other Party in writing within three business days of any request by an individual for an accounting of disclosures made of the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide an accounting as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party for an accounting of the disclosures of the individual's PHI and EPHI.

10. *HHS Inspection*: Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or her designee, its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or

held for the other Party in a time or manner designated by the Secretary for purposes of the Secretary determining each Party's compliance with the Privacy and Security Requirements.

11. *Inspection*: Upon written request, to make available to the other Party during normal business hours its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or held for the other Party in a time and manner designated by the other Party.

12. *PHI and EPHI Amendment*: To incorporate any amendments, corrections, or additions to the PHI and EPHI received from or created, compiled, or used by it pursuant to this Agreement when notified by the other Party that the PHI and EPHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the Privacy and Security Requirements.

13. *Documentation of Disclosures*: Each Party agrees to document disclosure of PHI and EPHI and information related to such disclosures as is necessary for the other Party to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR § 164.528, as amended.

14. *Termination Procedures*: Upon termination of this Agreement for any reason, to transfer to the other Party all PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement or, if specially requested to do so by the other Party in writing, to destroy all such PHI and EPHI. This provision applies when either Party maintains PHI and EPHI from the other Party in any form. If either Party determines that transferring or destroying the PHI and EPHI is infeasible, it shall (i) provide to the other Party notification of the conditions that make transfer or destruction infeasible; (ii) extend the protections of this Agreement to such PHI and EPHI; and (iii) limit any further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible.

15. *Notice-Termination*: Upon written notice to the other Party, either Party may terminate any portion of the Agreement under which the other Party maintains, compiles, or has access to PHI and EPHI. Additionally, upon written notice to the other Party, either Party may terminate the entire Agreement if it determines, at its sole discretion, that the other Party has repeatedly violated a Privacy Requirement.

16. Survival of Privacy Provisions: Each Party's obligations with regard to PHI and EPHI shall survive the termination of this Agreement.

17. Amendment Related to Privacy and Security Requirements: The Parties agree to take such action as is necessary to amend this Agreement it to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§181.001 *et seq.*, as amended, and any other law or regulation affecting the

use or disclosure of PHI and EPHI. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§ 181.001 *et seq.*, as amended.

II. **Term.** This Agreement shall become effective on the Countersignature Date and shall remain in effect for a period of one (1) year ("Initial Term"), from the effective date and shall automatically renew unless sooner terminated as provided for in this Agreement herein. If Hospital chooses not to renew this Agreement, the Emergency Department Director or the Director's Designee shall notify the County of Hidalgo of non-renewal at least 30 days before the expiration of the then-current term.

III. **Termination.** Either party may terminate this agreement at any time by giving 30 days written notice to the other party. The right to terminate this agreement for convenience is cumulative of all rights and remedies which exist now or in the future. Upon receiving or delivering the notice, Hidalgo County Health and Human Services shall, unless the notice directs otherwise, immediately notify the RODS datacenter hosted by the Texas Association of Local Health Officials (TALHO) resulting in the disconnection of MISSION REGIONAL MEDICAL CENTER.

IV. **Security.** Information retrieved by RODS is only accessible to public health personnel responsible for disease surveillance and outbreak detection. Safeguards to protect the information include but are not limited to password-protected computers and the use of aggregation and other methods in maps for presentation or publication to prevent potential identification of individual patients or individual hospitals.

V. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exits.

VI. **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.

VII. **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 Hospital and County, and not otherwise.

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

IX. **Approved Activities and Equipment**. County will use program funds to cover the initial costs to connect Hospital to the RODS system as outlined in the attached Exhibit "A" which is incorporated by reference herein for all purposes. TALHO will integrate Hospital into the syndromic surveillance applications RODS and ESSENCE. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts.

X. **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 noticed delivered in accordance herewith:

If to Hospital: Mission Regional Medical Center
900 S. Bryan Rd.
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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.

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

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

Assignment. This Agreement shall not be assignable.

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 or paragraph hereof.

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

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

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 thirty (30) 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.

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

Executed and entered as of the later date set forth below.

MISSION REGIONAL MEDICAL CENTER:

_____ _____
Hospital Contact (Emergency Department Director) Date
Chief Administrative Officer, MISSION REGIONAL MEDICAL CENTER

ATTEST:
_____

HIDALGO COUNTY TEXAS:

_____ _____
Ramon Garcia, County Judge Date

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

_____
By: Josephine Ramirez Solis

Hidalgo County Assistant District Attorney
County Affairs

EXHIBIT A

TALHO
Texas Association of
Local Health Officials

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

QUOTE PROVIDED FOR:
Hidalgo County Health & Human Services Department
ATTN: Eduardo Olivarez / Belinda Medrano
1304 South 25th Ave.
Edinburg, TX 78542
(956) 383-6221

QUOTE

QUOTE #: 20120405-GEN-1029A
ISSUED: April 5, 2012
CLOSED: May 5, 2012

DESCRIPTION	AMOUNT
TALHO will integrate the hospitals noted below into the Syndromic Surveillance applications RODS and ESSENCE. Integration requires HL7 data feeds from the hospitals into the two surveillance applications hosted by TALHO. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts. The facilities to be integrated include:	
1. **Doctors Hospital at Renaissance** (HL7 connection / integration fee)	$15,000
2. **South Texas Health System** (HL7 connection / integration fee) Edinburg Regional Medical Center McAllen Medical Center Edinburg Children's Hospital (Facility fee x 3 hospitals @ $1000/each)	$15,000 $3000
3. **Knapp Medical Center** (HL7 connection / integration fee)	$15,000
4. **Mission Regional Medical Center** (HL7 connection / integration fee)	$15,000
5. **Rio Grande Regional Hospital** (Integration Fee)	$7000

PLEASE RETURN SIGNED QUOTES TO THE ATTENTION OF CHRIS MEREDITH
FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG

TALHO
Texas Association of
Local Health Officials

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

Hidalgo County Health & Human Services Department is responsible for negotiating data-sharing agreements directly with the participating facilities and providing TALHO with executed copies prior to integration. TALHO will be compensated for quoted fees regardless of client purchasing schedule for ordering interfaces. This quote includes maintenance for HL7 connections for a period of 24 months from the date of project completion. After the 24 month period, maintenance contracts will be negotiated at a rate of $1500 per facility each year.	
TOTAL	$70,000

Accepted _____ Date_____

Printed Name_____ Title_____

PLEASE RETURN SIGNED QUOTES TO THE ATTENTION OF CHRIS MEREDITH
FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG

AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
RIO GRANDE REGIONAL HOSPITAL

THIS Agreement is made by and between the **RIO GRANDE REGIONAL HOSPITAL,** hereinafter referred to as the "Hospital," and the **COUNTY OF HIDALGO, TEXAS,** herinafter referred to as the "County" which may be individually referred to as "Party" and collectively referred to as "the Parties".

WITNNESSETH:

WHEREAS, the Hospital is a hospital located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Emergency Preparedness ("PHEP") and Response for Bioterrorism program grant from the Texas Department of State Health Services (hereinafter "the Grant" and awarded under contract #2011-038671) to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the Parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, the Parties have agreed to enter into this Agreement as it is in the best interest of Hidalgo County's Public Health to prevent or contain a potential disease outbreak and the need for a functional Real Time Outbreak & Disease Surveillance System is critical to the residents of the County and the first responder's Public Health Security. As such, it may be necessary to monitor healthcare registration data collected in real time from emergency department visits through the Real-time Outbreak and Disease Surveillance ("RODS") System. RODS automatically collects public health surveillance data, analyzes them for possible outbreaks, notifies users, and has a web-base interface to examine the data and be able to respond in the area served by the County Public Health Department, and

WHEREAS, Hospital emergency department data which generally includes a unique encrypted patient identifier, chief complaint, screening date, date of birth, gender and residential zip code for each record will be used; and

WHEREAS, the County Public Health Department will share aggregated County data, which will not include identification of individual patients or hospitals, with other health agencies including other local, state, and federal public health agencies through the RODS system or CDC's BioSense syndromic system; and

WHEREAS, Hospital and County desire to contract with each other to perform PHEP program approved activities and that this Agreement is intended to satisfy the requirements of

the Grant and will govern the terms and conditions under which the Parties will perform or provide services under the Grant.

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

I. HIPAA Compliance

A. General.

1. hold all Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by each Party from or on behalf of the other Party. EPHI is individually identifiable health information that is transmitted by or maintained in electronic media. A Security Incident is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with the systems operations in an information system.

2. be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy and Security Requirements."

B. Business Associate: Each Party is a "Business Associate" of the other Party as that term is defined under the Privacy and Security Requirements. Each Party agrees:

1. *Nondisclosure of PHI and EPHI*: Not to use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement other than as permitted or required by this Agreement, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure*: Not to further use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements of HIPAA if disclosure was made by the other Party, or if either it or the other Party is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

3. *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI and EPHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI.

4. *Reporting Unauthorized Disclosures and EPHI Incidents*: To report to the other Party any use or disclosure of PHI and EPHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

5. *Subcontractors and Agents*: To make all reasonable efforts to ensure that any subcontractors or agent to whom either Party provides PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement agrees to the same restrictions and conditions that apply to it with respect to such PHI and EPHI.

6. *Mitigation*: To mitigate, to the extent practicable, any harmful effect that is known to either Party of a use or disclosure of PHI and EPHI by either Party or by a subcontractor or agent of either Party resulting from a violation of this Agreement.

7. *Notice – Access by Individual*: To notify the other Party in writing within three business days of any request by an individual for access to the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide access to the degree required or permitted by law or, if the other Party maintains the requested records, direct the individual to the other Party for access to the individual's PHI and EPHI.

8. *Notice – Request for Amendment*: To notify the other Party in writing within three business days of any request by an individual for amendment to the individual's PHI and EPHI and to, upon receipt of such request from an individual, make such amendments as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party to request amendment of the individual's PHI and EPHI.

9. *Notice – Request for Accounting*: To notify the other Party in writing within three business days of any request by an individual for an accounting of disclosures made of the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide an accounting as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party for an accounting of the disclosures of the individual's PHI and EPHI.

10. *HHS Inspection*: Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or her designee, its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or

held for the other Party in a time or manner designated by the Secretary for purposes of the Secretary determining each Party's compliance with the Privacy and Security Requirements.

11. *Inspection*: Upon written request, to make available to the other Party during normal business hours its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or held for the other Party in a time and manner designated by the other Party.

12. *PHI and EPHI Amendment*: To incorporate any amendments, corrections, or additions to the PHI and EPHI received from or created, compiled, or used by it pursuant to this Agreement when notified by the other Party that the PHI and EPHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the Privacy and Security Requirements.

13. *Documentation of Disclosures*: Each Party agrees to document disclosure of PHI and EPHI and information related to such disclosures as is necessary for the other Party to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR § 164.528, as amended.

14. *Termination Procedures*: Upon termination of this Agreement for any reason, to transfer to the other Party all PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement or, if specially requested to do so by the other Party in writing, to destroy all such PHI and EPHI. This provision applies when either Party maintains PHI and EPHI from the other Party in any form. If either Party determines that transferring or destroying the PHI and EPHI is infeasible, it shall (i) provide to the other Party notification of the conditions that make transfer or destruction infeasible; (ii) extend the protections of this Agreement to such PHI and EPHI; and (iii) limit any further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible.

15. *Notice-Termination*: Upon written notice to the other Party, either Party may terminate any portion of the Agreement under which the other Party maintains, compiles, or has access to PHI and EPHI. Additionally, upon written notice to the other Party, either Party may terminate the entire Agreement if it determines, at its sole discretion, that the other Party has repeatedly violated a Privacy Requirement.

16. Survival of Privacy Provisions: Each Party's obligations with regard to PHI and EPHI shall survive the termination of this Agreement.

17. Amendment Related to Privacy and Security Requirements: The Parties agree to take such action as is necessary to amend this Agreement it to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§181.001 *et seq.*, as amended, and any other law or regulation affecting the

use or disclosure of PHI and EPHI. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§ 181.001 *et seq.*, as amended.

II. **Term.** This Agreement shall become effective on the Countersignature Date and shall remain in effect for a period of one (1) year ("Initial Term"), from the effective date and shall automatically renew unless sooner terminated as provided for in this Agreement herein. If Hospital chooses not to renew this Agreement, the Emergency Department Director or the Director's Designee shall notify the County of Hidalgo of non-renewal at least 30 days before the expiration of the then-current term.

III. **Termination.** Either party may terminate this agreement at any time by giving 30 days written notice to the other party. The right to terminate this agreement for convenience is cumulative of all rights and remedies which exist now or in the future. Upon receiving or delivering the notice, Hidalgo County Health and Human Services shall, unless the notice directs otherwise, immediately notify the RODS datacenter hosted by the Texas Association of Local Health Officials (TALHO) resulting in the disconnection of RIO GRANDE REGIONAL HOSPITAL.

IV. **Security.** Information retrieved by RODS is only accessible to public health personnel responsible for disease surveillance and outbreak detection. Safeguards to protect the information include but are not limited to password-protected computers and the use of aggregation and other methods in maps for presentation or publication to prevent potential identification of individual patients or individual hospitals.

V. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exits.

VI. **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.

VII. **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 Hospital and County, and not otherwise.

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

IX. **Approved Activities and Equipment**. County will use program funds to cover the initial costs to connect Hospital to the RODS system as outlined in the attached Exhibit "A" which is incorporated by reference herein for all purposes. TALHO will integrate Hospital into the syndromic surveillance applications RODS and ESSENCE. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts.

X. **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 noticed delivered in accordance herewith:

If to Hospital: Rio Grande Regional Hospital
101 East Ridge Rd.
McAllen, Texas 78503

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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.

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

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

Assignment. This Agreement shall not be assignable.

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 or paragraph hereof.

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

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

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 thirty (30) 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.

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

Executed and entered as of the later date set forth below.

RIO GRANDE REGIONAL HOSPITAL:

_____ _____
Hospital Contact (Emergency Department Director) Date
Chief Administrative Officer, RIO GRANDE REGIONAL HOSPITAL

ATTEST:
_____

HIDALGO COUNTY TEXAS:

_____ _____
Ramon Garcia, County Judge Date

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

_____
By: Josephine Ramirez Solis

Hidalgo County Assistant District Attorney
County Affairs

EXHIBIT A

TALHO
Texas Association of
Local Health Officials

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

QUOTE PROVIDED FOR:
Hidalgo County Health & Human Services Department
ATTN: Eduardo Olivarez / Belinda Medrano
1304 South 25th Ave.
Edinburg, TX 78542
(956) 383-6221

QUOTE

QUOTE #: 20120405-GEN-1029A
ISSUED: April 5, 2012
CLOSED: May 5, 2012

DESCRIPTION	AMOUNT
TALHO will integrate the hospitals noted below into the Syndromic Surveillance applications RODS and ESSENCE. Integration requires HL7 data feeds from the hospitals into the two surveillance applications hosted by TALHO. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts. The facilities to be integrated include:	
1. **Doctors Hospital at Renaissance** (HL7 connection / integration fee)	$15,000
2. **South Texas Health System** (HL7 connection / integration fee) Edinburg Regional Medical Center McAllen Medical Center Edinburg Children's Hospital (Facility fee x 3 hospitals @ $1000/each)	$15,000 $3000
3. **Knapp Medical Center** (HL7 connection / integration fee)	$15,000
4. **Mission Regional Medical Center** (HL7 connection / integration fee)	$15,000
5. **Rio Grande Regional Hospital** (Integration Fee)	$7000

PLEASE RETURN SIGNED QUOTES TO THE ATTENTION OF CHRIS MEREDITH
FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG

TALHO
Texas Association of
Local Health Officials

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

Hidalgo County Health & Human Services Department is responsible for negotiating data-sharing agreements directly with the participating facilities and providing TALHO with executed copies prior to integration. TALHO will be compensated for quoted fees regardless of client purchasing schedule for ordering interfaces. This quote includes maintenance for HL7 connections for a period of 24 months from the date of project completion. After the 24 month period, maintenance contracts will be negotiated at a rate of $1500 per facility each year.	
TOTAL	$70,000

Accepted _____ Date_____

Printed Name_____ Title_____

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AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
SOUTH TEXAS HEALTH SYSTEM

THIS Agreement is made by and between the **SOUTH TEXAS HEALTH SYSTEM** which includes McAllen Medical Center, Edinburg Regional Medical Center and Edinburg Childrens Hospital, hereinafter referred to as the "Hospital," and the **COUNTY OF HIDALGO, TEXAS,** herinafter referred to as the "County" which may be individually referred to as "Party" and collectively referred to as "the Parties".

WITNNESSETH:

WHEREAS, the Hospital is a hospital located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Emergency Preparedness ("PHEP") and Response for Bioterrorism program grant from the Texas Department of State Health Services (hereinafter "the Grant" and awarded under contract #2011-038671) to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the Parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, the Parties have agreed to enter into this Agreement as it is in the best interest of Hidalgo County's Public Health to prevent or contain a potential disease outbreak and the need for a functional Real Time Outbreak & Disease Surveillance System is critical to the residents of the County and the first responder's Public Health Security. As such, it may be necessary to monitor healthcare registration data collected in real time from emergency department visits through the Real-time Outbreak and Disease Surveillance ("RODS") System. RODS automatically collects public health surveillance data, analyzes them for possible outbreaks, notifies users, and has a web-base interface to examine the data and be able to respond in the area served by the County Public Health Department, and

WHEREAS, Hospital emergency department data which generally includes a unique encrypted patient identifier, chief complaint, screening date, date of birth, gender and residential zip code for each record will be used; and

WHEREAS, the County Public Health Department will share aggregated County data, which will not include identification of individual patients or hospitals, with other health agencies including other local, state, and federal public health agencies through the RODS system or CDC's BioSense syndromic system; and

WHEREAS, Hospital and County desire to contract with each other to perform PHEP program approved activities and that this Agreement is intended to satisfy the requirements of

the Grant and will govern the terms and conditions under which the Parties will perform or provide services under the Grant.

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

I. HIPAA Compliance

A. General.

1. hold all Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by each Party from or on behalf of the other Party. EPHI is individually identifiable health information that is transmitted by or maintained in electronic media. A Security Incident is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with the systems operations in an information system.

2. be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy and Security Requirements."

B. Business Associate: Each Party is a "Business Associate" of the other Party as that term is defined under the Privacy and Security Requirements. Each Party agrees:

1. *Nondisclosure of PHI and EPHI*: Not to use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement other than as permitted or required by this Agreement, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure*: Not to further use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements of HIPAA if disclosure was made by the other Party, or if either it or the other Party is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

3. *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI and EPHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI.

4. *Reporting Unauthorized Disclosures and EPHI Incidents*: To report to the other Party any use or disclosure of PHI and EPHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

5. *Subcontractors and Agents*: To make all reasonable efforts to ensure that any subcontractors or agent to whom either Party provides PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement agrees to the same restrictions and conditions that apply to it with respect to such PHI and EPHI.

6. *Mitigation*: To mitigate, to the extent practicable, any harmful effect that is known to either Party of a use or disclosure of PHI and EPHI by either Party or by a subcontractor or agent of either Party resulting from a violation of this Agreement.

7. *Notice – Access by Individual*: To notify the other Party in writing within three business days of any request by an individual for access to the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide access to the degree required or permitted by law or, if the other Party maintains the requested records, direct the individual to the other Party for access to the individual's PHI and EPHI.

8. *Notice – Request for Amendment*: To notify the other Party in writing within three business days of any request by an individual for amendment to the individual's PHI and EPHI and to, upon receipt of such request from an individual, make such amendments as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party to request amendment of the individual's PHI and EPHI.

9. *Notice – Request for Accounting*: To notify the other Party in writing within three business days of any request by an individual for an accounting of disclosures made of the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide an accounting as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party for an accounting of the disclosures of the individual's PHI and EPHI.

10. *HHS Inspection*: Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or her designee, its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or

held for the other Party in a time or manner designated by the Secretary for purposes of the Secretary determining each Party's compliance with the Privacy and Security Requirements.

11. *Inspection*: Upon written request, to make available to the other Party during normal business hours its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or held for the other Party in a time and manner designated by the other Party.

12. *PHI and EPHI Amendment*: To incorporate any amendments, corrections, or additions to the PHI and EPHI received from or created, compiled, or used by it pursuant to this Agreement when notified by the other Party that the PHI and EPHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the Privacy and Security Requirements.

13. *Documentation of Disclosures*: Each Party agrees to document disclosure of PHI and EPHI and information related to such disclosures as is necessary for the other Party to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR § 164.528, as amended.

14. *Termination Procedures*: Upon termination of this Agreement for any reason, to transfer to the other Party all PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement or, if specially requested to do so by the other Party in writing, to destroy all such PHI and EPHI. This provision applies when either Party maintains PHI and EPHI from the other Party in any form. If either Party determines that transferring or destroying the PHI and EPHI is infeasible, it shall (i) provide to the other Party notification of the conditions that make transfer or destruction infeasible; (ii) extend the protections of this Agreement to such PHI and EPHI; and (iii) limit any further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible.

15. *Notice-Termination*: Upon written notice to the other Party, either Party may terminate any portion of the Agreement under which the other Party maintains, compiles, or has access to PHI and EPHI. Additionally, upon written notice to the other Party, either Party may terminate the entire Agreement if it determines, at its sole discretion, that the other Party has repeatedly violated a Privacy Requirement.

16. Survival of Privacy Provisions: Each Party's obligations with regard to PHI and EPHI shall survive the termination of this Agreement.

17. Amendment Related to Privacy and Security Requirements: The Parties agree to take such action as is necessary to amend this Agreement it to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§181.001 *et seq.*, as amended, and any other law or regulation affecting the

use or disclosure of PHI and EPHI. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§ 181.001 *et seq.*, as amended.

II. **Term.** This Agreement shall become effective on the Countersignature Date and shall remain in effect for a period of one (1) year ("Initial Term"), from the effective date and shall automatically renew unless sooner terminated as provided for in this Agreement herein. If Hospital chooses not to renew this Agreement, the Emergency Department Director or the Director's Designee shall notify the County of Hidalgo of non-renewal at least 30 days before the expiration of the then-current term.

III. **Termination.** Either party may terminate this agreement at any time by giving 30 days written notice to the other party. The right to terminate this agreement for convenience is cumulative of all rights and remedies which exist now or in the future. Upon receiving or delivering the notice, Hidalgo County Health and Human Services shall, unless the notice directs otherwise, immediately notify the RODS datacenter hosted by the Texas Association of Local Health Officials (TALHO) resulting in the disconnection of SOUTH TEXAS HEALTH SYSTEM Hospitals.

IV. **Security.** Information retrieved by RODS is only accessible to public health personnel responsible for disease surveillance and outbreak detection. Safeguards to protect the information include but are not limited to password-protected computers and the use of aggregation and other methods in maps for presentation or publication to prevent potential identification of individual patients or individual hospitals.

V. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exits.

VI. **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.

VII. **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 Hospital and County, and not otherwise.

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

IX. **Approved Activities and Equipment**. County will use program funds to cover the initial costs to connect Hospital to the RODS system as outlined in the attached Exhibit "A" which is incorporated by reference herein for all purposes. TALHO will integrate Hospital into the syndromic surveillance applications RODS and ESSENCE. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts.

X. **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 noticed delivered in accordance herewith:

If to Hospital: South Texas Health System
301 W. EXPY 83
McAllen, Texas 78503

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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.

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

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

Assignment. This Agreement shall not be assignable.

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 or paragraph hereof.

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

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

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 thirty (30) 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.

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

Executed and entered as of the later date set forth below.

SOUTH TEXAS HEALTH SYSTEM:

_____ _____
Hospital Contact Date
Chief Administrative Officer, SOUTH TEXAS HEALTH SYSTEM

ATTEST:
_____

HIDALGO COUNTY TEXAS:

_____ _____
Ramon Garcia, County Judge Date

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

_____
By: Josephine Ramirez Solis

Hidalgo County Assistant District Attorney
County Affairs

EXHIBIT A

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

QUOTE PROVIDED FOR:
Hidalgo County Health & Human Services Department
ATTN: Eduardo Olivarez / Belinda Medrano
1304 South 25th Ave.
Edinburg, TX 78542
(956) 383-6221

QUOTE

QUOTE #: 20120405-GEN-1029A
ISSUED: April 5, 2012
CLOSED: May 5, 2012

DESCRIPTION	AMOUNT
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TOTAL	$70,000

Accepted _____ Date_____

Printed Name_____ Title_____

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AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
DOCTORS HOSPITAL AT RENAISSANCE

THIS Agreement is made by and between the **DOCTORS HOSPITAL AT RENAISSANCE,** hereinafter referred to as the "Hospital," and the **COUNTY OF HIDALGO, TEXAS,** herinafter referred to as the "County" which may be individually referred to as "Party" and collectively referred to as "the Parties".

WITNNESSETH:

WHEREAS, the Hospital is a hospital located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Emergency Preparedness ("PHEP") and Response for Bioterrorism program grant from the Texas Department of State Health Services (hereinafter "the Grant" and awarded under contract #2011-038671) to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the Parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, the Parties have agreed to enter into this Agreement as it is in the best interest of Hidalgo County's Public Health to prevent or contain a potential disease outbreak and the need for a functional Real Time Outbreak & Disease Surveillance System is critical to the residents of the County and the first responder's Public Health Security. As such, it may be necessary to monitor healthcare registration data collected in real time from emergency department visits through the Real-time Outbreak and Disease Surveillance ("RODS") System. RODS automatically collects public health surveillance data, analyzes them for possible outbreaks, notifies users, and has a web-base interface to examine the data and be able to respond in the area served by the County Public Health Department, and

WHEREAS, Hospital emergency department data which generally includes a unique encrypted patient identifier, chief complaint, screening date, date of birth, gender and residential zip code for each record will be used; and

WHEREAS, the County Public Health Department will share aggregated County data, which will not include identification of individual patients or hospitals, with other health agencies including other local, state, and federal public health agencies through the RODS system or CDC's BioSense syndromic system; and

WHEREAS, Hospital and County desire to contract with each other to perform PHEP program approved activities and that this Agreement is intended to satisfy the requirements of

the Grant and will govern the terms and conditions under which the Parties will perform or provide services under the Grant.

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

I. HIPAA Compliance

A. General.

1. hold all Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by each Party from or on behalf of the other Party. EPHI is individually identifiable health information that is transmitted by or maintained in electronic media. A Security Incident is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with the systems operations in an information system.

2. be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy and Security Requirements."

B. Business Associate: Each Party is a "Business Associate" of the other Party as that term is defined under the Privacy and Security Requirements. Each Party agrees:

1. *Nondisclosure of PHI and EPHI*: Not to use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement other than as permitted or required by this Agreement, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure*: Not to further use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements of HIPAA if disclosure was made by the other Party, or if either it or the other Party is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

3. *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI and EPHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI.

4. *Reporting Unauthorized Disclosures and EPHI Incidents*: To report to the other Party any use or disclosure of PHI and EPHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

5. *Subcontractors and Agents*: To make all reasonable efforts to ensure that any subcontractors or agent to whom either Party provides PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement agrees to the same restrictions and conditions that apply to it with respect to such PHI and EPHI.

6. *Mitigation*: To mitigate, to the extent practicable, any harmful effect that is known to either Party of a use or disclosure of PHI and EPHI by either Party or by a subcontractor or agent of either Party resulting from a violation of this Agreement.

7. *Notice – Access by Individual*: To notify the other Party in writing within three business days of any request by an individual for access to the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide access to the degree required or permitted by law or, if the other Party maintains the requested records, direct the individual to the other Party for access to the individual's PHI and EPHI.

8. *Notice – Request for Amendment*: To notify the other Party in writing within three business days of any request by an individual for amendment to the individual's PHI and EPHI and to, upon receipt of such request from an individual, make such amendments as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party to request amendment of the individual's PHI and EPHI.

9. *Notice – Request for Accounting*: To notify the other Party in writing within three business days of any request by an individual for an accounting of disclosures made of the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide an accounting as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party for an accounting of the disclosures of the individual's PHI and EPHI.

10. *HHS Inspection*: Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or her designee, its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or

held for the other Party in a time or manner designated by the Secretary for purposes of the Secretary determining each Party's compliance with the Privacy and Security Requirements.

11. *Inspection*: Upon written request, to make available to the other Party during normal business hours its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or held for the other Party in a time and manner designated by the other Party.

12. *PHI and EPHI Amendment*: To incorporate any amendments, corrections, or additions to the PHI and EPHI received from or created, compiled, or used by it pursuant to this Agreement when notified by the other Party that the PHI and EPHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the Privacy and Security Requirements.

13. *Documentation of Disclosures*: Each Party agrees to document disclosure of PHI and EPHI and information related to such disclosures as is necessary for the other Party to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR § 164.528, as amended.

14. *Termination Procedures*: Upon termination of this Agreement for any reason, to transfer to the other Party all PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement or, if specially requested to do so by the other Party in writing, to destroy all such PHI and EPHI. This provision applies when either Party maintains PHI and EPHI from the other Party in any form. If either Party determines that transferring or destroying the PHI and EPHI is infeasible, it shall (i) provide to the other Party notification of the conditions that make transfer or destruction infeasible; (ii) extend the protections of this Agreement to such PHI and EPHI; and (iii) limit any further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible.

15. *Notice-Termination*: Upon written notice to the other Party, either Party may terminate any portion of the Agreement under which the other Party maintains, compiles, or has access to PHI and EPHI. Additionally, upon written notice to the other Party, either Party may terminate the entire Agreement if it determines, at its sole discretion, that the other Party has repeatedly violated a Privacy Requirement.

16. Survival of Privacy Provisions: Each Party's obligations with regard to PHI and EPHI shall survive the termination of this Agreement.

17. Amendment Related to Privacy and Security Requirements: The Parties agree to take such action as is necessary to amend this Agreement it to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§181.001 *et seq.*, as amended, and any other law or regulation affecting the

use or disclosure of PHI and EPHI. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§ 181.001 *et seq.*, as amended.

II. **Term.** This Agreement shall become effective on the Countersignature Date and shall remain in effect for a period of one (1) year ("Initial Term"), from the effective date and shall automatically renew unless sooner terminated as provided for in this Agreement herein. If Hospital chooses not to renew this Agreement, the Emergency Department Director or the Director's Designee shall notify the County of Hidalgo of non-renewal at least 30 days before the expiration of the then-current term.

III. **Termination.** Either party may terminate this agreement at any time by giving 30 days written notice to the other party. The right to terminate this agreement for convenience is cumulative of all rights and remedies which exist now or in the future. Upon receiving or delivering the notice, Hidalgo County Health and Human Services shall, unless the notice directs otherwise, immediately notify the RODS datacenter hosted by the Texas Association of Local Health Officials (TALHO) resulting in the disconnection of DOCTORS HOSPITAL AT RENAISSANCE.

IV. **Security.** Information retrieved by RODS is only accessible to public health personnel responsible for disease surveillance and outbreak detection. Safeguards to protect the information include but are not limited to password-protected computers and the use of aggregation and other methods in maps for presentation or publication to prevent potential identification of individual patients or individual hospitals.

V. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exits.

VI. **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.

VII. **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 Hospital and County, and not otherwise.

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

IX. **Approved Activities and Equipment**. County will use program funds to cover the initial costs to connect Hospital to the RODS system as outlined in the attached Exhibit "A" which is incorporated by reference herein for all purposes. TALHO will integrate Hospital into the syndromic surveillance applications RODS and ESSENCE. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts.

X. **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 noticed delivered in accordance herewith:

If to Hospital: Doctors Hospital at Renaissance
5501 S. McColl Rd
Edinburg, Texas 78539

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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.

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

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

Assignment. This Agreement shall not be assignable.

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 or paragraph hereof.

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

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

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 thirty (30) 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.

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

Executed and entered as of the later date set forth below.

DOCTORS HOSPITAL AT RENAISSANCE:

_____ _____
Hospital Contact (Emergency Department Director) Date
Chief Administrative Officer, DOCTORS HOSPITAL AT RENAISSANCE

ATTEST:
_____

HIDALGO COUNTY TEXAS:

_____ _____
Ramon Garcia, County Judge Date

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

_____
By: Josephine Ramirez Solis

Hidalgo County Assistant District Attorney
County Affairs

EXHIBIT A

TALHO
Texas Association of
Local Health Officials

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

QUOTE PROVIDED FOR:
Hidalgo County Health & Human Services Department
ATTN: Eduardo Olivarez / Belinda Medrano
1304 South 25th Ave.
Edinburg, TX 78542
(956) 383-6221

QUOTE

QUOTE #: 20120405-GEN-1029A
ISSUED: April 5, 2012
CLOSED: May 5, 2012

DESCRIPTION	AMOUNT
TALHO will integrate the hospitals noted below into the Syndromic Surveillance applications RODS and ESSENCE. Integration requires HL7 data feeds from the hospitals into the two surveillance applications hosted by TALHO. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts. The facilities to be integrated include:	
1. **Doctors Hospital at Renaissance** (HL7 connection / integration fee)	$15,000
2. **South Texas Health System** (HL7 connection / integration fee) Edinburg Regional Medical Center McAllen Medical Center Edinburg Children's Hospital (Facility fee x 3 hospitals @ $1000/each)	$15,000 $3000
3. **Knapp Medical Center** (HL7 connection / integration fee)	$15,000
4. **Mission Regional Medical Center** (HL7 connection / integration fee)	$15,000
5. **Rio Grande Regional Hospital** (Integration Fee)	$7000

PLEASE RETURN SIGNED QUOTES TO THE ATTENTION OF CHRIS MEREDITH
FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG

TALHO
Texas Association of
Local Health Officials

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

Hidalgo County Health & Human Services Department is responsible for negotiating data-sharing agreements directly with the participating facilities and providing TALHO with executed copies prior to integration. TALHO will be compensated for quoted fees regardless of client purchasing schedule for ordering interfaces. This quote includes maintenance for HL7 connections for a period of 24 months from the date of project completion. After the 24 month period, maintenance contracts will be negotiated at a rate of $1500 per facility each year.	
TOTAL	$70,000

Accepted _____ Date_____

Printed Name_____ Title_____

PLEASE RETURN SIGNED QUOTES TO THE ATTENTION OF CHRIS MEREDITH
FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG

AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
KNAPP MEDICAL CENTER

THIS Agreement is made by and between the **KNAPP MEDICAL CENTER,** hereinafter referred to as the "Hospital," and the **COUNTY OF HIDALGO, TEXAS,** herinafter referred to as the "County" which may be individually referred to as "Party" and collectively referred to as "the Parties".

WITNNESSETH:

WHEREAS, the Hospital is a hospital located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Emergency Preparedness ("PHEP") and Response for Bioterrorism program grant from the Texas Department of State Health Services (hereinafter "the Grant" and awarded under contract #2011-038671) to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the Parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, the Parties have agreed to enter into this Agreement as it is in the best interest of Hidalgo County's Public Health to prevent or contain a potential disease outbreak and the need for a functional Real Time Outbreak & Disease Surveillance System is critical to the residents of the County and the first responder's Public Health Security. As such, it may be necessary to monitor healthcare registration data collected in real time from emergency department visits through the Real-time Outbreak and Disease Surveillance ("RODS") System. RODS automatically collects public health surveillance data, analyzes them for possible outbreaks, notifies users, and has a web-base interface to examine the data and be able to respond in the area served by the County Public Health Department, and

WHEREAS, Hospital emergency department data which generally includes a unique encrypted patient identifier, chief complaint, screening date, date of birth, gender and residential zip code for each record will be used; and

WHEREAS, the County Public Health Department will share aggregated County data, which will not include identification of individual patients or hospitals, with other health agencies including other local, state, and federal public health agencies through the RODS system or CDC's BioSense syndromic system; and

WHEREAS, Hospital and County desire to contract with each other to perform PHEP program approved activities and that this Agreement is intended to satisfy the requirements of

the Grant and will govern the terms and conditions under which the Parties will perform or provide services under the Grant.

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

I. HIPAA Compliance

A. General.

1. hold all Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by each Party from or on behalf of the other Party. EPHI is individually identifiable health information that is transmitted by or maintained in electronic media. A Security Incident is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with the systems operations in an information system.

2. be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy and Security Requirements."

B. Business Associate: Each Party is a "Business Associate" of the other Party as that term is defined under the Privacy and Security Requirements. Each Party agrees:

1. *Nondisclosure of PHI and EPHI*: Not to use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement other than as permitted or required by this Agreement, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure*: Not to further use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements of HIPAA if disclosure was made by the other Party, or if either it or the other Party is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

3. *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI and EPHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI.

4. *Reporting Unauthorized Disclosures and EPHI Incidents*: To report to the other Party any use or disclosure of PHI and EPHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

5. *Subcontractors and Agents*: To make all reasonable efforts to ensure that any subcontractors or agent to whom either Party provides PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement agrees to the same restrictions and conditions that apply to it with respect to such PHI and EPHI.

6. *Mitigation*: To mitigate, to the extent practicable, any harmful effect that is known to either Party of a use or disclosure of PHI and EPHI by either Party or by a subcontractor or agent of either Party resulting from a violation of this Agreement.

7. *Notice – Access by Individual*: To notify the other Party in writing within three business days of any request by an individual for access to the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide access to the degree required or permitted by law or, if the other Party maintains the requested records, direct the individual to the other Party for access to the individual's PHI and EPHI.

8. *Notice – Request for Amendment*: To notify the other Party in writing within three business days of any request by an individual for amendment to the individual's PHI and EPHI and to, upon receipt of such request from an individual, make such amendments as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party to request amendment of the individual's PHI and EPHI.

9. *Notice – Request for Accounting*: To notify the other Party in writing within three business days of any request by an individual for an accounting of disclosures made of the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide an accounting as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party for an accounting of the disclosures of the individual's PHI and EPHI.

10. *HHS Inspection*: Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or her designee, its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or

held for the other Party in a time or manner designated by the Secretary for purposes of the Secretary determining each Party's compliance with the Privacy and Security Requirements.

11. *Inspection*: Upon written request, to make available to the other Party during normal business hours its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or held for the other Party in a time and manner designated by the other Party.

12. *PHI and EPHI Amendment*: To incorporate any amendments, corrections, or additions to the PHI and EPHI received from or created, compiled, or used by it pursuant to this Agreement when notified by the other Party that the PHI and EPHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the Privacy and Security Requirements.

13. *Documentation of Disclosures*: Each Party agrees to document disclosure of PHI and EPHI and information related to such disclosures as is necessary for the other Party to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR § 164.528, as amended.

14. *Termination Procedures*: Upon termination of this Agreement for any reason, to transfer to the other Party all PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement or, if specially requested to do so by the other Party in writing, to destroy all such PHI and EPHI. This provision applies when either Party maintains PHI and EPHI from the other Party in any form. If either Party determines that transferring or destroying the PHI and EPHI is infeasible, it shall (i) provide to the other Party notification of the conditions that make transfer or destruction infeasible; (ii) extend the protections of this Agreement to such PHI and EPHI; and (iii) limit any further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible.

15. *Notice-Termination*: Upon written notice to the other Party, either Party may terminate any portion of the Agreement under which the other Party maintains, compiles, or has access to PHI and EPHI. Additionally, upon written notice to the other Party, either Party may terminate the entire Agreement if it determines, at its sole discretion, that the other Party has repeatedly violated a Privacy Requirement.

16. Survival of Privacy Provisions: Each Party's obligations with regard to PHI and EPHI shall survive the termination of this Agreement.

17. Amendment Related to Privacy and Security Requirements: The Parties agree to take such action as is necessary to amend this Agreement it to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§181.001 *et seq.*, as amended, and any other law or regulation affecting the

use or disclosure of PHI and EPHI. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§ 181.001 *et seq.*, as amended.

II. **Term.** This Agreement shall become effective on the Countersignature Date and shall remain in effect for a period of one (1) year ("Initial Term"), from the effective date and shall automatically renew unless sooner terminated as provided for in this Agreement herein. If Hospital chooses not to renew this Agreement, the Emergency Department Director or the Director's Designee shall notify the County of Hidalgo of non-renewal at least 30 days before the expiration of the then-current term.

III. **Termination.** Either party may terminate this agreement at any time by giving 30 days written notice to the other party. The right to terminate this agreement for convenience is cumulative of all rights and remedies which exist now or in the future. Upon receiving or delivering the notice, Hidalgo County Health and Human Services shall, unless the notice directs otherwise, immediately notify the RODS datacenter hosted by the Texas Association of Local Health Officials (TALHO) resulting in the disconnection of KNAPP MEDICAL CENTER.

IV. **Security.** Information retrieved by RODS is only accessible to public health personnel responsible for disease surveillance and outbreak detection. Safeguards to protect the information include but are not limited to password-protected computers and the use of aggregation and other methods in maps for presentation or publication to prevent potential identification of individual patients or individual hospitals.

V. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exits.

VI. **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.

VII. **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 Hospital and County, and not otherwise.

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

IX. **Approved Activities and Equipment**. County will use program funds to cover the initial costs to connect Hospital to the RODS system as outlined in the attached Exhibit "A" which is incorporated by reference herein for all purposes. TALHO will integrate Hospital into the syndromic surveillance applications RODS and ESSENCE. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts.

X. **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 noticed delivered in accordance herewith:

If to Hospital: Knapp Medical Center
1401 East Eighth St.
Weslaco, Texas 78596

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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.

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

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

Assignment. This Agreement shall not be assignable.

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 or paragraph hereof.

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

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

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 thirty (30) 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.

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

Executed and entered as of the later date set forth below.

KNAPP MEDICAL CENTER:

_____ _____
Hospital Contact (Emergency Department Director) Date
Chief Administrative Officer, KNAPP MEDICAL CENTER

ATTEST:
_____

HIDALGO COUNTY TEXAS:

_____ _____
Ramon Garcia, County Judge Date

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

_____
By: Josephine Ramirez Solis

Hidalgo County Assistant District Attorney
County Affairs

EXHIBIT A

TALHO
Texas Association of
Local Health Officials

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

QUOTE PROVIDED FOR:
Hidalgo County Health & Human Services Department
ATTN: Eduardo Olivarez / Belinda Medrano
1304 South 25th Ave.
Edinburg, TX 78542
(956) 383-6221

QUOTE

QUOTE #: 20120405-GEN-1029A
ISSUED: April 5, 2012
CLOSED: May 5, 2012

DESCRIPTION	AMOUNT
TALHO will integrate the hospitals noted below into the Syndromic Surveillance applications RODS and ESSENCE. Integration requires HL7 data feeds from the hospitals into the two surveillance applications hosted by TALHO. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts. The facilities to be integrated include:	
1. **Doctors Hospital at Renaissance** (HL7 connection / integration fee)	$15,000
2. **South Texas Health System** (HL7 connection / integration fee) Edinburg Regional Medical Center McAllen Medical Center Edinburg Children's Hospital (Facility fee x 3 hospitals @ $1000/each)	$15,000 $3000
3. **Knapp Medical Center** (HL7 connection / integration fee)	$15,000
4. **Mission Regional Medical Center** (HL7 connection / integration fee)	$15,000
5. **Rio Grande Regional Hospital** (Integration Fee)	$7000

PLEASE RETURN SIGNED QUOTES TO THE ATTENTION OF CHRIS MEREDITH
FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG

TALHO
Texas Association of
Local Health Officials

TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
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(512) 814-2551 FAX

Hidalgo County Health & Human Services Department is responsible for negotiating data-sharing agreements directly with the participating facilities and providing TALHO with executed copies prior to integration. TALHO will be compensated for quoted fees regardless of client purchasing schedule for ordering interfaces. This quote includes maintenance for HL7 connections for a period of 24 months from the date of project completion. After the 24 month period, maintenance contracts will be negotiated at a rate of $1500 per facility each year.	
TOTAL	$70,000

Accepted _____ Date_____

Printed Name_____ Title_____

PLEASE RETURN SIGNED QUOTES TO THE ATTENTION OF CHRIS MEREDITH
FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG

AI-31998 **12. A.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

In accordance with Texas Local Government Code Section 130.902, the Adult Probation Dept is requesting approval from Commissioners' Court and County Auditor, for a change fund in the amount $100.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1297-152-03-000-427-0-000

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

BUDGETARY IMPACT:

Attachments

Court Services Change Fund

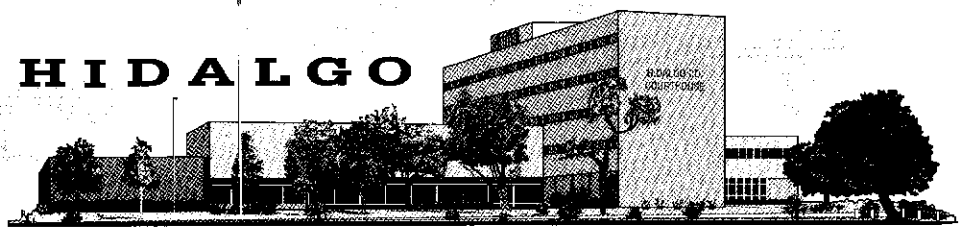
Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/20/2012 07:58 AM
Erika Zamora	Erika Zamora	04/20/2012 11:14 AM
Auditor's Office	Arcilia Duran	05/03/2012 11:06 AM

Form Started By: Diana Solis Started On: 04/19/2012 05:20 PM

Final Approval Date: 05/03/2012

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

April 19, 2012

Mr. Arnold K. Patrick, Director
Community Supervision and Corrections Department
3100 South Business Highway 281
Edinburg, Texas 78539

Ref: Change Fund
Local Government Code Section 130.92

Dear Mr. Patrick:

We have reviewed your request and have approved the increase of $100.00 to the change fund for the Court Services Office, as you requested. As stated on your letter dated April 17, 2012, the change fund will be assigned to the Court Service Supervisor to provide change to the primary and relief cashiers.

According to Local Government Code Section 130.902, "The Commissioner's Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioner's Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioner's Court requesting the change fund for a total of $100.00. Once Commissioner's Court approves the $100.00 change fund, a check will be issued and be made payable to "Hidalgo County Community Supervision and Corrections Department-Arnold K. Patrick" as requested in your correspondence dated April 17, 2012.

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

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

AI-32099 **Adult Probation 12. B.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1297)/ District Attorney (1100)/ 139th DC (1100):

1. Approval to transfer the following supplemental pay as illustrated below: (To be subsequently reimbursed on a monthly basis from the DWI Court grant)

Emp No.	Position Title	From		To		Allowance Budgeted Amount
		Slot No.	Dept.	Slot No.	Dept.	
127531	Assistant DA III	A001	DWI Court (1297)	0026	Criminal DA (1100)	$10,035.00
020524	Court Coordinator	A002	DWI Court (1297)	0002	139th DC (1100)	$4,955.00
088439	Assistant Court Coordinator	A003	DWI Court (1297)	0004	139th DC (1100)	$4,955.00

2. Approval of revised salary schedules.

Veteran's Court (1297)/ 430th DC (1100):

1. Approval to transfer the following supplemental pay as illustrated below: (To be subsequently reimbursed on a monthly basis from the Veteran's Court grant)

Emp No.	Position Title	From		To		Allowance Budgeted Amount
		Slot No.	Dept.	Slot No.	Dept.	
171433	Court Coordinator	A001	Veteran's Court (1297)	0002	430th DC (1100)	$2,720.00
171417	Assistant Court Coordinator	A002	Veteran's Court (1297)	0003	430th DC (1100)	$2,720.00

2. Approval of revised salary schedules.

BACKGROUND

Supplemental allowance will continue to be reimbursed from DWI Court Grant funds (Acct #2-1297-423-00-320-032-2-XXX) and Veteran's Court grant (2-1297-423-00-320-033-2-XXX) based on actual hours worked related to grant functions.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

2-1297-423-00-320-032-2-XXX, 2-1100-412-00-003-001-0-XXX, 2-1100-412-00-080-002-0-XXX
No Budgetary Impact

2-1297-423-00-320-033-1-XXX, 2-1100-412-00-010-001-0-XXX
No Budgetary Impact

Attachments

Revised salary schedule - DWI, DA, & 139th
Revised salary schedule - 430th & Veterans

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	05/04/2012 11:32 AM
Budget & Management	Merlen P. Munoz	05/04/2012 11:54 AM
Merlen P. Munoz	Merlen P. Munoz	05/04/2012 02:33 PM
Auditor's Office	Arcilia Duran	05/04/2012 02:38 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Sylvia Solis Started On: 04/25/2012 05:18 PM

Final Approval Date: 05/04/2012

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1297-423-00-320-032-2

AI - 32099

DWI COURT

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		TRANSFER-OUT SUPPLEMENTAL PAY TO THE DA (1100) ACCOUNT SLOT NO. 0026											**$0.00**			**$0.00**
~~A001~~	~~113~~	~~ASSISTANT DISTRICT ATTORNEY III~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$10,035.00~~	~~$0.00~~	~~$0.00~~	**$10,035.00**
		TRANSFER-OUT SUPPLEMENTAL PAY TO THE 139th DC (1100) ACCOUNT SLOT NO. 0002											**$0.00**			**$0.00**
~~A002~~	~~113~~	~~COURT COORDINATOR~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$4,955.00~~	~~$0.00~~	~~$0.00~~	**$4,955.00**
		TRANSFER-OUT SUPPLEMENTAL PAY TO THE 139th DC (1100) ACCOUNT SLOT NO. 0004											**$0.00**			**$0.00**
~~A003~~	~~113~~	~~ASSIST. COURT COORDINATOR~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$4,955.00~~	~~$0.00~~	~~$0.00~~	**$4,955.00**
			$0.00	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,945.00	$0.00	$32,099.00	$19,945.00

Approval to transfer the above highlighted supplemental pay allowances as listed above, to the District Attoney (slot #0026) & 139th DC (slot 0002 & 0004) respectively.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

DISTRICT ATTORNEY

AI- 32099

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	20	9	$102,549.00	$102,549.00	$102,549.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$108,449.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	20	8	$99,745.00	$99,745.00	$99,745.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$105,645.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	20	2	$82,921.00	$82,921.00	$82,921.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$88,821.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	20	3	$85,725.00	$85,725.00	$86,460.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$90,960.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$49,344.00	$49,344.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,244.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	$78,303.00	$78,303.00	$78,303.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$84,203.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,495.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$76,795.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$76,200.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$80,460.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,900.00	$4,560.00	$0.00	$0.00	$900.00	$0.00	$77,360.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,980.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$77,760.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$72,180.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$75,960.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,091.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$74,391.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$66,634.00	$66,634.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$70,174.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$56,962.00	$56,962.00	$0.00	$0.00	$0.00	$900.00	$0.00	$57,862.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0022	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$63,071.00	$63,071.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$66,611.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$67,536.00	$67,536.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$70,356.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$49,159.00	$49,159.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,059.00
		TRANSFER-IN SUPPLEMENTAL PAY								**$10,035.00**			
0026	**113**	**ASSISTANT DISTRICT ATTORNEY III**	**16**	**4**	**$65,071.00**	**$61,043.00**	**$61,043.00**	**$1,920.00**	**$0.00**	**$0.00**	**$900.00**	**$0.00**	**$63,863.00**
0027	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,011.00	$61,011.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$64,551.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,488.00	$59,488.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$62,788.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,620.00	$50,620.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,520.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

DISTRICT ATTORNEY

AI- 32099

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0030	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$55,788.00	$55,788.00	$960.00	$0.00	$4,122.00	$900.00	$0.00	$61,770.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,015.00	$59,140.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$61,720.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$56,896.00	$56,896.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$59,476.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0034	113	CRIMINAL INVESTIGATOR III	16	1	$58,888.00	$54,890.00	$54,891.00	$420.00	$0.00	$0.00	$0.00	$0.00	$55,311.00
0035	113	HUMAN RESOURCES COORDINATOR IV	15	4	$60,250.00	$58,220.00	$58,220.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$59,900.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$58,020.00	$58,100.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$60,680.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$55,884.00	$55,884.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$58,464.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,487.00	$50,487.00	$4,800.00	$0.00	$0.00	$900.00	$0.00	$56,187.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,675.00	$47,675.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,575.00
0042	113	CRIMINAL INVESTIGATOR II	14	4	$55,788.00	$51,743.00	$51,743.00	$900.00	$0.00	$0.00	$3,600.00	$0.00	$56,243.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,913.00	$47,913.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,813.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	14	5	$57,555.00	$52,575.00	$52,575.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$54,915.00
0045	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,948.00	$48,948.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,848.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,816.00	$48,816.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,716.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,876.00	$48,876.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,776.00
0049	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,952.00	$48,952.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,852.00
0050	111	CRIMINAL DISTRICT ATTORNEY				$48,654.00	$48,654.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,352.00	$47,352.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,252.00
0052	113	ACCOUNTANT IV	14	2	$52,254.00	$47,227.00	$47,227.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$48,427.00
0053	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$44,908.00	$45,531.00	$360.00	$0.00	$0.00	$0.00	$0.00	$45,891.00
0055	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$43,322.00	$43,322.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$44,582.00
0056	113	EXECUTIVE ASSISTANT I	11	5	$45,690.00	$40,742.00	$41,168.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$43,148.00
0057	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$37,902.00
0058	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$37,722.00
0059	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,452.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

DISTRICT ATTORNEY

AI- 32099

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0060	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,932.00
0061	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,365.00	$33,365.00	$600.00	$0.00	$0.00	$0.00	$0.00	$33,965.00
0062	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,343.00
0063	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,583.00
0064	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$900.00	$0.00	$0.00	$0.00	$0.00	$34,223.00
0065	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$32,255.00	$32,255.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,975.00
0066	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0067	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,280.00	$31,328.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,688.00
0068	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,179.00	$31,179.00	$960.00	$0.00	$0.00	$0.00	$0.00	$32,139.00
0069	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0070	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$27,045.00	$27,045.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,585.00
0071	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$26,080.00	$26,080.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,620.00
0073	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0074	113	ADMINISTRATIVE ASSISTANT II	6	4	$30,141.00	$25,116.00	$25,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,116.00
0075	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$24,278.00	$24,300.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0076	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,192.00	$24,220.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,580.00
0077	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0078	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0079	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0080	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$23,279.00	$23,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,860.00
0081	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$19,054.00	$19,054.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,054.00
0082	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0083	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0084	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0085	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0086	113	CLERK II	3	1	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CRIMINAL INVESTIGATOR I	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

DISTRICT ATTORNEY

AI- 32099

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0088	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$927.54	$0.00	$0.00	$900.00	$0.00	$60,715.54
0091	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$73,427.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A094	113	ASSISTANT DISTRICT ATTORNEY II	14	2	$52,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$0.00
0095	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$45,977.00	$45,977.00	$0.00	$0.00	$0.00	$900.00	$0.00	$46,877.00
0096	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$60,988.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$49,629.00	$49,629.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$54,129.00
					$4,774,291.00	$4,514,435.00	$4,373,031.00	$113,667.54	$0.00	$14,157.00	$57,500.00	$0.00	$4,547,420.54

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-003-001-0

AI - 32099

139th DC

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$79,040.00	$960.00	$80,000.00	0	$1,436.00	$0.00	$81,436.00	$81,436.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$82,576.00
		TRANSFER-IN SUPPLEMENTAL PAY											**$4,955.00**			
0002	**113**	**COURT COORDINATOR**	**$56,000.00**	**$0.00**	**$56,000.00**	**0**	**$1,680.00**	**$0.00**	**$57,680.00**	**$57,680.00**	**$900.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$58,580.00**
0003	113	BAILIFF/INTERP	$40,870.00	$0.00	$40,870.00	0	$1,634.00	$0.00	$42,504.00	$42,504.00	$1,140.00	$6,000.00	$0.00	$0.00	$0.00	$49,644.00
		TRANSFER-IN SUPPLEMENTAL PAY											**$4,955.00**			
0004	**113**	**ASSISTANT COURT COORDINATOR**	**$53,500.00**	**$0.00**	**$53,500.00**	**0**	**$2,140.00**	**$0.00**	**$55,640.00**	**$55,640.00**	**$480.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$56,120.00**
0005	111	DISTRICT JUDGE	$15,000.00	$0.00	$15,000.00	0	$0.00	$0.00	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
			$244,410.00	$960.00	$245,370.00		$6,890.00	$0.00	$252,260.00	$252,260.00	$3,660.00	$6,000.00	$9,910.00	$10,373.00	$0.00	$272,293.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1297-423-00-320-033-1

AI - 32099

VETERAN'S COURT

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		TRANSFER-OUT SUPPLEMENTAL PAY TO THE 430th DC (1100) ACCOUNT SLOT NO. 0002											**$0.00**			
~~A001~~	~~113~~	~~COURT COORDINATOR~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$2,720.00~~	~~$0.00~~	~~$0.00~~	**$2,720.00**
		TRANSFER-OUT SUPPLEMENTAL PAY TO THE 430th DC (1100) ACCOUNT SLOT NO. 0003											**$0.00**			
~~A002~~	~~113~~	~~ASST CRT COOR~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$2,720.00~~	~~$0.00~~	~~$0.00~~	**$2,720.00**
			$0.00	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	~~$5,440.00~~	$0.00	$0.00	$5,440.00

Approval to transfer the above highlighted supplemental pay allowances as listed above, to the 430th DC (slot 0002 & 0003).
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-010-001-0

AI - 32099

430TH DC

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT JUDGE	$15,000.00	$0.00	$15,000.00	0	$0.00	$0.00	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
		TRANSFER-IN SUPPLEMENTAL PAY →											**$2,720.00**			
0002	**113**	**COURT COORDINATOR**	**$61,500.00**	**$0.00**	**$61,500.00**	**0**	**$1,500.00**	**$0.00**	**$63,000.00**	**$63,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$63,000.00**
		TRANSFER-IN SUPPLEMENTAL PAY →											**$2,720.00**			
0003	**113**	**ASST CRT COOR**	**$40,840.00**	**$0.00**	**$40,840.00**	**0**	**$2,160.00**	**$0.00**	**$43,000.00**	**$43,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$43,000.00**
0004	113	COURT REPORTER	$75,000.00	$0.00	$75,000.00	0	$2,360.00	$0.00	$77,360.00	$77,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77,360.00
0005	113	BAILIFF/INTERP	$56,000.00	$0.00	$56,000.00	0	$0.00	$1,500.00	$57,500.00	$57,500.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$61,500.00
			$248,340.00	$0.00	$248,340.00		$6,020.00	$1,500.00	$255,860.00	$255,860.00	$0.00	$4,000.00	$5,440.00	$10,373.00	$0.00	$270,233.00

AI-32235 **Head Start 13. A.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Agreement and AIA Contract between Hidalgo County Head Start Program and Centennial Contractors Enterprises, Inc., as Prepared and Approval by Legal Counsel, to Allow Centennial Contractors Enterprises, Inc. to Replace the Roof at the Palmview III Head Start Center Located at 1208 Paula Street, Mission, Texas, Orginally Installed by Same Contractor at no Cost to the Hidalgo County Head Start Program

BACKGROUND

Agreement
AIA Document

Attachments

Centennial

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 01:58 PM
Auditor's Office	Arcilia Duran	05/04/2012 03:44 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Linda Galaviz Started On: 05/04/2012 01:03 PM

Final Approval Date: 05/04/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: May 8, 2012

SUBJECT: Approval of Agreement, and AIA Contract, between Hidalgo County Head Start Program and Centennial Contractors Enterprises, Inc., As Prepared and Approved by Legal Counsel, to Allow Centennial Contractors Enterprises, Inc., to Replace the Roof at the Palmveiw III Head Start Located at 1208 Paula Street, Mission, TX., Originally Installed by same contractor, at no Cost to the County of Hidalgo Head Start Program

RATIONALE/NEED: This agreement will allow Centennial Contractors Enterprises, Inc. to replace the roof at Palmview III Head Start, located at 1208 Paula Street, Mission, TX. in accordance to specifications designed by Hinojosa Engineering, Inc. at no Cost to the County of Hidalgo Head Start Program

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDED: Agreement, AIA Document

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

STATE OF TEXAS §
COUNTY OF HIDALGO §

COMPROMISE SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND INDEMNIFICATION AGREEMENT

This Compromise Settlement Agreement, Mutual Release, and Indemnification Agreement (hereinafter **"the Agreement"**) entered on this day, by and between **Hidalgo County Texas** (hereinafter **"Hidalgo County"**) and **Hidalgo County Head Start Program, an agency of Hidalgo County** (hereinafter **"Head Start"**) and **Centennial Contractors Enterprises** (hereinafter **"Centennial"**) (and hereinafter collectively referred to as **"the PARTIES"**), is to witness the following:

WHEREAS, on or about August 1, 2006 Hidalgo County and Head Start entered into a contract with Centennial Contractors Enterprises (hereinafter **"the CONTRACT"**); and

WHEREAS, the contract provided for:

All labor, equipment and material to perform the disassembling, roof, demolition, re-assembly and installation of new tress roofing system (gabled) of the Hidalgo County Head Start portable building located at Helena Street, McAllen, Texas and relocating to 1208 Paula Street, Palmview, Texas per this scope of work and ROFDW specification plans.

WHEREAS, as Hidalgo County retained the services of a Structural Engineer / Civil Engineer - Hinojosa Engineering Inc. hereinafter "Hinojosa Engineering"; and

WHEREAS, as Hinojosa Engineering inspected the center and concluded that there were defects in work performed by Centennial;

WHEREAS, Hidalgo County and Head Start presented a Notice of Construction Defect "Claim ("Claim") against Centennial; and

WHEREAS, the PARTIES desire to bring closure to all disputes, controversies, claims, causes of action of any kind whatsoever which the Parties may have one against the other as alleged in the CLAIM, and further desire to avoid the uncertainty, time, expense, and inconvenience of litigation and protracted

negotiations the PARTIES now desire to buy their peace, and thus agree as follows:

I.
COMPROMISE SETTLEMENT AGREEMENT

Hidalgo County and Hidalgo County Head Start shall include, without limitation, its officers (Elected or Appointed), directors, employees, agents, attorneys, predecessors and successors in interest, insurance carriers, bonding companies, and/or assigns of any such entities or individuals.

Centennial Contractors Enterprises, Inc. shall include, without limitation, Centennial Contractors Enterprises, Inc., its owners, officers, directors, general or limited partners, employees, agents, attorneys, predecessors and successors in interest, parent corporations, affiliated corporations, subsidiary corporations, insurance carriers, bonding companies, and/or assigns of any such entities or individuals.

In consideration of the mutual exchange of promises, payment, if any, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES hereby agree as follows:

1. Centennial will perform the certain work that is set forth in the drawings and specification prepared by Hinojosa Engineering, Inc. relating to the roof of Hidalgo County Head Start building located at 1208 Paula Street, Palmview, Texas at its own expense. (The temporary shoring plan is now not required and not considered part of the work.) As disputed in Attachment "A".

2. As Centennial is incurring the cost of the work, and payment of Engineering cost, Centennial will manage the construction process and hire the contractors of its choosing.

3. Hinojosa Engineering and Hidalgo County will be required to inspect, approve and accept the work in writing upon satisfactory completion of the work.

4. Hinojosa Engineering will be required to issue "For Construction" drawings prior to Centennial's efforts to start the work. These drawings should not include the temporary shoring option, only the work necessary for the permanent roof repair and construction.

5. Hidalgo County Head Start will remove all personal property of the students and teachers, and any other equipment and materials that should be protected from construction activities prior to the start of the work.

6. Hidalgo County Head Start will provide a secure temporary storage facility for the furniture, school supplies, etc. if Centennial decides to have the material removed as opposed to protecting the material on site.

7. Prior to the start of work Centennial requires that this Release of Claims be fully executed by both parties. Upon execution of this Release of Claims, Centennial will prepare a schedule for informational purposes.

8. The start of construction will be based on the critical path for the procurement of the trusses. This path includes the vendor preparation of shop drawings, Hinojosa Engineering's approval of the truss shop drawings and the resultant production and delivery of the trusses. (Based on our initial investigation and the production schedules of the truss manufacturers this process can take as much as 8-10 weeks. We will work diligently to improve this schedule).

9. The claims of the parties against each other shall be dismissed with prejudice.

10. Centennial shall execute a construction contract in the form required by Hidalgo County. See Attachment "B".

II.
RELEASE

In consideration of the exchange of promises, payment, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES hereby forever release, acquit, discharge, and hold-harmless each other and their agents, servants, employees successors, assigns, and attorneys of, from, and against any and all known and unknown claims of any nature, demands, or causes of action for damages, equitable relief, and/or attorneys fees, which the PARTIES may have one against the other, and which claim, demand or cause of action, is based in whole

or in part on any conduct, fact, matter, act, and/or omission which includes and/or is related to the occurrences and events made the basis of the CLAIM, and whether any such claim, demand, or cause of action alleges, without limitation, either in whole or in part: acts or omissions in violation of any federal statute or regulation; acts or omissions in violation of any Texas state statute or regulation; acts or omissions in violation of any common-law; acts or omissions in breach of any oral or written contract or in breach of any common law duty.

III.
WARRANTIES AND REPRESENTATIONS

In consideration of the mutual exchange of promises, payments, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES represent as follows:

1. The PARTIES are the true owners of all the claims which each is compromising, settling, and releasing herein, and neither has conveyed, bargained, sold, transferred, or assigned any such claim to any person or entity not a party to this Agreement.

2. Before consummating this AGREEMENT, the PARTIES have fully informed themselves of each term, covenant, and condition, and of the consequences and effect of each, and each has relied solely and completely upon their own judgment and upon the advice of their legal counsel in making and consummating this AGREEMENT.

3. No promise or representation of any kind has been made by any party to the other to induce the other to make and consummate this AGREEMENT, except as expressly stated herein.

4. The PARTIES each has the power, authority and legal capacity to enter and execute this AGREEMENT.

IV.
GENERAL AGREEMENTS

In consideration of the mutual exchange of promises, payments, covenants, forbearances,

releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES hereby further agree as follows:

1. That the terms hereof are contractual and not merely recitals, and that the agreements herein contained and the consideration transferred is to compromise and settle doubtful and disputed claims.

2. That no payments, releases or other consideration made or given herein shall ever be construed, for any purpose, as any form of admission or declaration against interest on the part of any party to this AGREEMENT.

3. That this AGREEMENT shall be governed by, construed and enforced in accordance with, and subject to, the rules of construction, and the laws of the State of Texas and venue of any action brought to enforce or interpret it is established by the terms of this Settlement Agreement as being in Hidalgo County, Texas.

4. That each will execute such documents as may be necessary to fully and finally effectuate this AGREEMENT.

5. That all costs, expenses, and attorney's fees incurred in connection with presentation of this claim, and further incurred in connection with negotiating, making, and consummating this AGREEMENT shall be borne by the party incurring the same.

6. That any party hereto who prevails in enforcing any provision of this AGREEMENT against the other party shall be entitled to recover from the other party all reasonable attorneys fees, costs, and expenses incurred in connection therewith.

7. That this Settlement Agreement, together with the exhibits and attachments hereto, contains the entire agreement of the parties and supersedes any and all prior agreements, arrangements or understandings, whether written or oral, between the PARTIES respecting the subject matter of this Agreement.

8. That each and every provision, paragraph, sentence and clause of this AGREEMENT has been separately considered and agreed to by the PARTIES, and if should any provision, paragraph, sentence and clause hereof should be declared legally infirm or invalid, for any cause, it shall neither impair, nor affect the remaining portion, nor any part thereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

10. Whenever the context requires, reference herein made to the single number shall be understood to include the plural and likewise the plural shall be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter, when such construction is appropriate, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

11. The facts and terms of this Release and settlement shall be kept strictly confidential. Except as required to enforce this Release, neither the Parties nor their agents, representatives, employees, shall disclose any information of any kind regarding this claim or this settlement to any other person or entity, including without limitation the media, other than the Parties to this Release and their agents and employees, unless ordered to do so by a court of competent jurisdiction as provided by law.

EXECUTED this _____ day of May, 2012.

HIDALGO COUNTY

By: _____

Title:

HIDALGO COUNTY HEAD START PROGRAM, AN AGENCY OF HIDALGO COUNTY

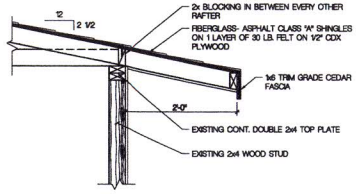
By: _____

Title:

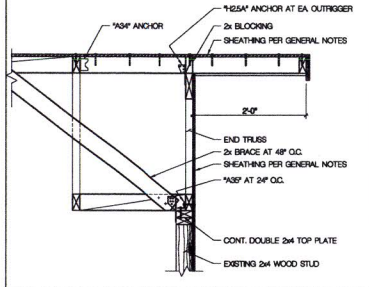
CENTENNIAL CONTRACTORS ENTERPRISES, INC.

By:_____

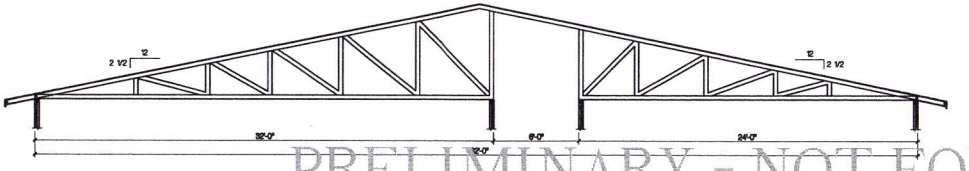
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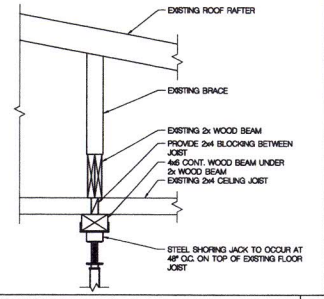
17 **WOOD TRUSS TO STUD WALL** 13



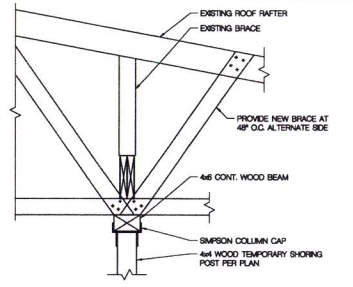
18 **WOOD TRUSS AT END WALL** 14



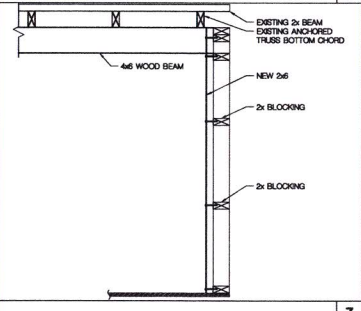
TRUSS SECTION 12



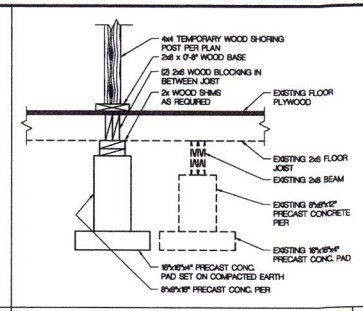
9 **SHORING DETAIL** 5



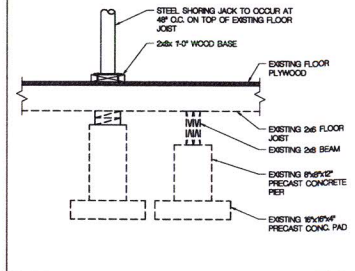
10 **SHORING DETAIL** 6



11 7



SHORING DETAIL 1



SHORING JACK TO FLOOR 2

4 3

PRELIMINARY - NOT FOR CONSTRUCTION

DATE: 03-27-12
SCALE:
REVISIONS:

HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT

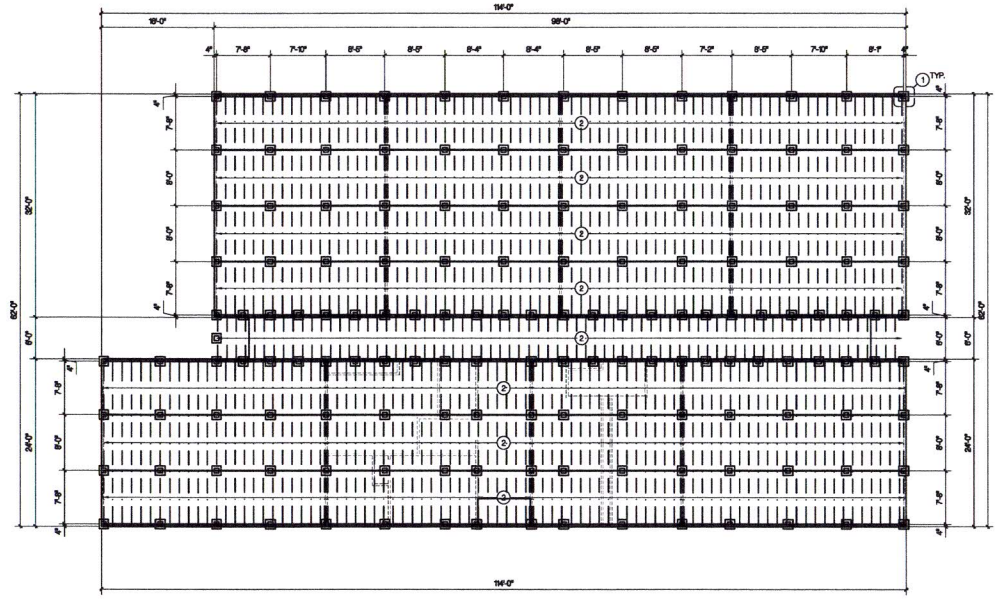
MISSION, TEXAS
1208 PAULA DR.

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING SURVEYING
105 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEng@aol.com
REGISTRATION NUMBER: F-580

ENGINEER: W.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.:

SD1.1

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1 EXISTING CURSORY FLOOR FRAMING PLAN
SCALE : 1/8"=1'-0"

RENOVATION NOTES:

1. ACTUAL CONDITIONS AND DIMENSIONS AT THE SITE OF CONSTRUCTION SHALL PREVAIL OVER PLAN INDICATIONS OF EXISTING CONDITIONS. IN CASE OF SUCH DISCREPANCIES, THE ENGINEER SHALL BE NOTIFIED, AND UPON REVIEW, PRACTICAL FIELD JUDGEMENTS SHALL BE EMPLOYED.
2. ANTICIPATE CHANGES IN THE STRUCTURAL DETAILING THAT, IN THE JUDGEMENT OF THE OWNER, ALTER THE OVERALL DESIGN CONCEPT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. ALL MATERIALS SUCH AS ROOFING, SIDING APPLICATIONS, TRIM AND HARDWARE SHALL BE MATCHED TO EXISTING CONDITIONS EXCEPT AS OTHERWISE NOTED ON THE PLANS OR AS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER.
4. ALL EXISTING AREAS THAT ARE DAMAGED DURING THE CONSTRUCTION WORK PROCESS SHALL BE REWORKED AND FINISHED BACK TO THE ORIGINAL CONDITION AS DETERMINED BY THE OWNER AND THE ENGINEER
5. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER OF ANY UNSAFE OR IMPROPER CONDITIONS OF THE EXISTING BUILDING AT THE AREAS OF NEW WORK PRIOR TO THE CONTINUATION OF THE CONSTRUCTION WORK IN THE SPECIFIED AREA.

KEYED NOTES:

1. EXISTING 8"x8"x12" PRECAST CONCRETE PIER WITH 16"x16"x4" PRECAST CONCRETE PAD TO REMAIN.
2. EXISTING 2x8 FLOOR JOIST TO REMAIN.

PRELIMINARY - NOT FOR CONSTRUCTION

DATE: 03-27-12
SCALE:
REVISIONS:

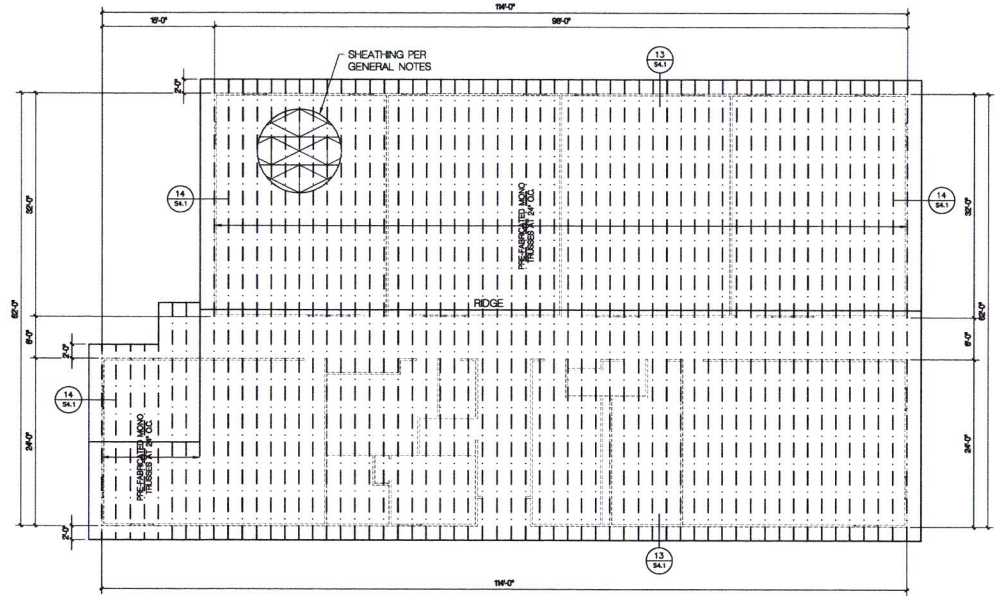
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT

1208 PAULA DR.
MISSION, TEXAS

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
LAND SURVEYING
CIVIL ENGINEERING
1508 E. MILE 3 ST. MISSION, TEXAS 78572
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngineering@aol.com
REGISTRATION NUMBER: F-688
EXPIRATION DATE: 06/30/12

ENGINEER: W.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.:
S2.1

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1 REPLACED ROOF FRAMING PLAN
SCALE : 1/8"=1'-0"

RENOVATION NOTES:

1. ACTUAL CONDITIONS AND DIMENSIONS AT THE SITE OF CONSTRUCTION SHALL PREVAIL OVER PLAN INDICATIONS OF EXISTING CONDITIONS. IN CASE OF SUCH DISCREPANCIES, THE ENGINEER SHALL BE NOTIFIED, AND UPON REVIEW, PRACTICAL FIELD JUDGEMENTS SHALL BE EMPLOYED.
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5. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER OF ANY UNSAFE OR IMPROPER CONDITIONS OF THE EXISTING BUILDING AT THE AREAS OF NEW WORK PRIOR TO THE CONTINUATION OF THE CONSTRUCTION WORK IN THE SPECIFIED AREA.

PRELIMINARY - NOT FOR CONSTRUCTION

DATE: 03-27-12
SCALE:
REVISIONS:

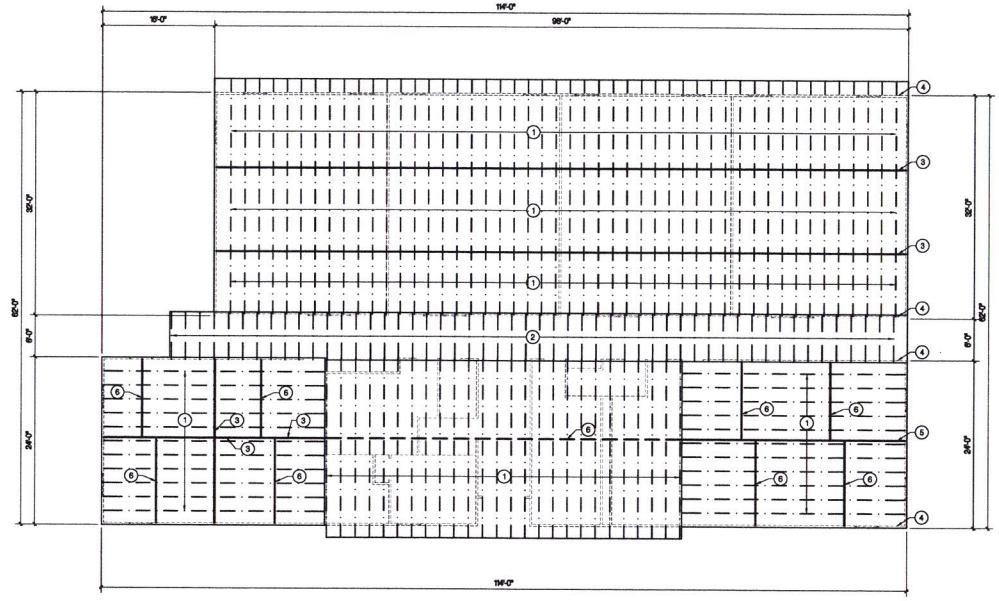
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT

1208 PAULA DR. MISSION, TEXAS

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING
LAND SURVEYING
1518 E. HWY. 83 MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEnginc@aol.com
REGISTRATION NUMBER: F-569
EXPIRATION DATE: 09/30/12

ENGINEER: W.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.:
S4.2

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EXISTING CURSORY CEILING FRAMING PLAN

SCALE : 1/8"=1'-0"

RENOVATION NOTES:

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KEYED NOTES:

1. NON-CONTINOUS ALTERED WOOD TRUSS 2x4 BOTTOM CHORD.
2. 2x CEILING JOIST USED AS WALKING PLATFORM.
3. DOUBLE 2x WOOD BEAM LINE.
4. LOAD BEARING WOOD WALL.
5. 2x BEAM LINE WITH STEEL MEMBER.
6. 2x4 BEAM LINE.

PRELIMINARY - NOT FOR CONSTRUCTION

DATE: 03-27-12
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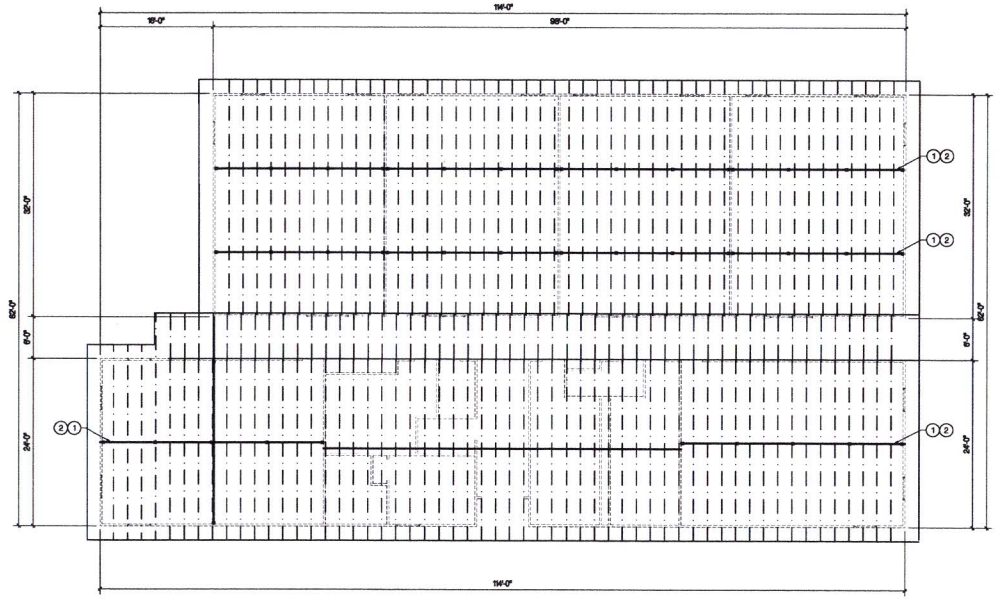
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT

1208 PAULA DR.
MISSION, TEXAS

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING LAND SURVEYING
108 E. KERN ST. MISSION, TEXAS
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REGISTRATION NUMBER: F-688
EXPIRATION DATE: 06/30/2012

ENGINEER: W.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.: S2.2

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TEMPORARY SHORING
CEILING/ROOF FRAMING PLAN
SCALE : 1/8"=1'-0"

RENOVATION NOTES:

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KEYED NOTES:

(1) SHORING LINE REFERNECE DETAIL 5/SD1.1 FOR SHORING JACK TO WOOD BEAM CONNECTION
(2) SHORING LINE REFERENCE DETAIL 6/SD1.1 FOR SHORING POST TO WOOD BEAM CONNECTION
(3) 2x8 END SHORING BEAM REFER TO DETAIL 7/SD1.1

PRELIMINARY - NOT FOR CONSTRUCTION

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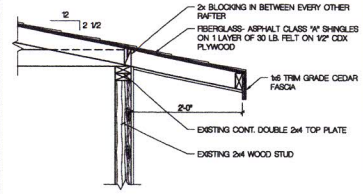
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT

1208 PAULA DR.
MISSION, TEXAS

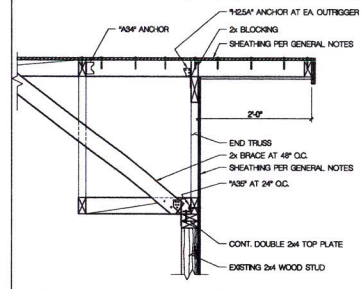
HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING LAND SURVEYING
1801 N. 18TH ST. MISSION, TEXAS
(956) 581-1400 FAX (956) 581-1404
E-MAIL HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-469
EXPIRATION DATE: 09/30/2012

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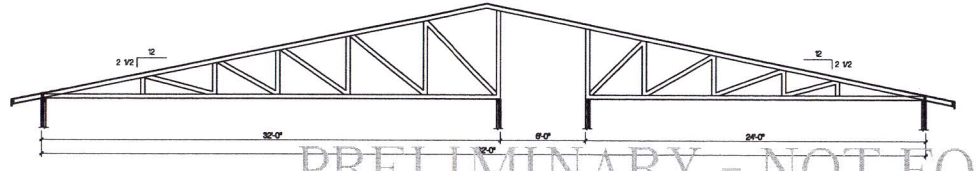
ENGINEER: W.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.:
S3.2



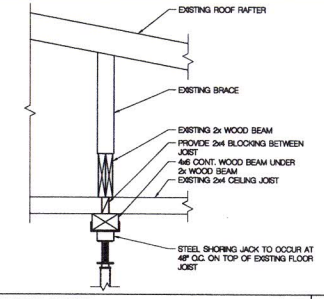
17 **WOOD TRUSS TO STUD WALL** 13



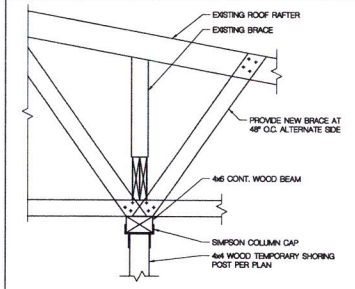
18 **WOOD TRUSS AT END WALL** 14



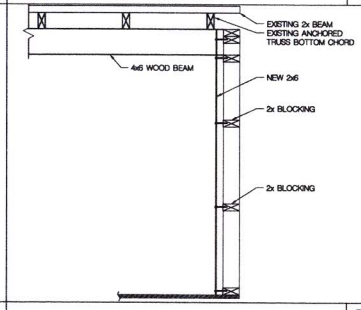
TRUSS SECTION 12



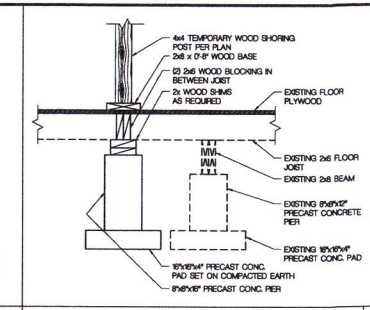
9 **SHORING DETAIL** 5



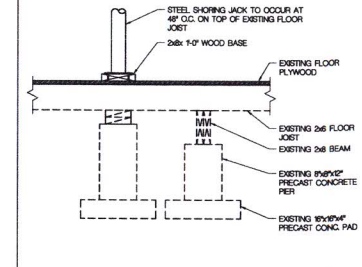
10 **SHORING DETAIL** 6



11 7



1 **SHORING DETAIL**



2 **SHORING JACK TO FLOOR**

3 4

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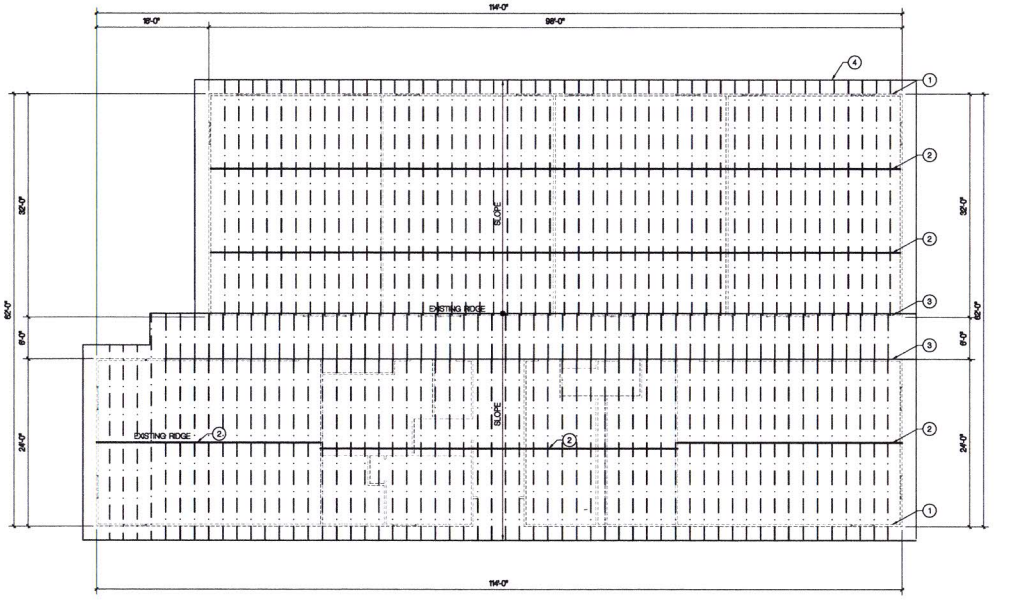
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT

1208 PAULA DR. MISSION, TEXAS

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING AND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER F-438 EXPIRATION DATE 6/30/13

ENGINEER: W.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.: SD1.1

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EXISTING CURSORY CEILING FRAMING PLAN

1 SCALE : 1/8"=1'-0"

RENOVATION NOTES:

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KEYED NOTES:

1. LOAD BEARING WOOD WALL
2. 2x VERTICAL BRACE FROM 2x WOOD BEAM TO ROOF RAFTERS.
3. 2x VERTICAL BRACE FROM WOOD WALL TO ROOF RAFTERS.
4. EXISTING FACIA

PRELIMINARY - NOT FOR CONSTRUCTION

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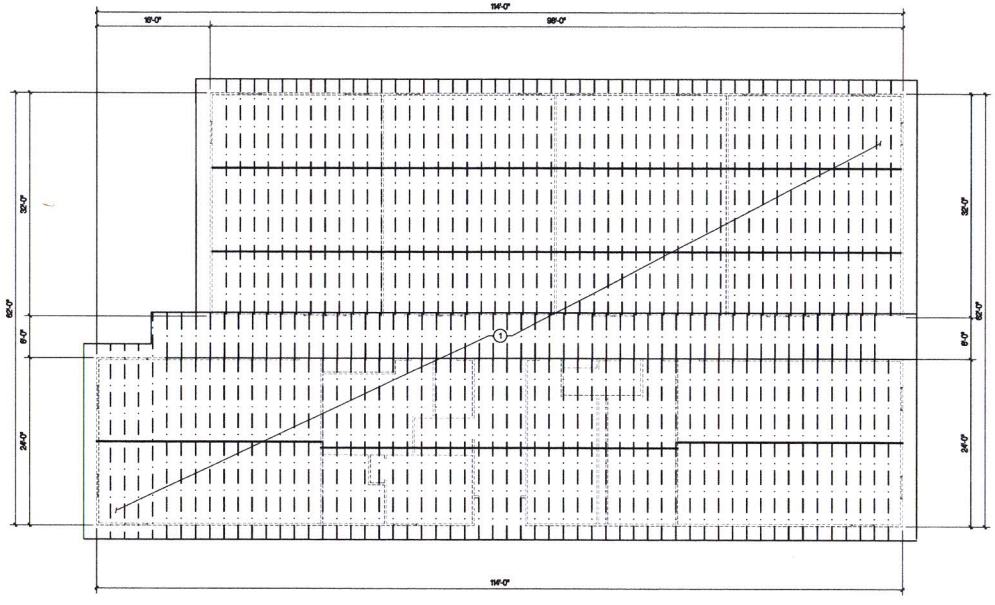
HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT

MISSION, TEXAS
1208 PAULA DR.

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING LAND SURVEYING
108 W. 18TH. ST. MISSION, TEXAS
(956) 581-7015 FAX (956) 581-7017
E-MAIL: Hinojosaengineering@aol.com
REGISTRATION NUMBER: F-909
EXPIRATION DATE: 09/30/2012

ENGINEER: W.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.: S2.3

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DEMOLITION KEYED NOTES:

1. REMOVE ALL ROOFING MATERIAL, ROOF RAFTERS, CEILING JOISTS

EXISTING CEILING/ROOF FRAMING DEMOLITION PLAN

SCALE : 1/8"=1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

DATE: 03-27-12
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REVISIONS:

HIDALGO COUNTY HEAD START PROGRAM ROOF SHORING & REPLACEMENT

1208 PAULA DR.
MISSION, TEXAS

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CIVIL ENGINEERING LAND SURVEYING
1708 W. MILE 17 MISSION, TEXAS 78572
(956) 581-0143 FAX: (956) 581-3074
E-MAIL: HinojosaEnginc@aol.com
REGISTRATION NUMBER: F-688 EXPIRATION DATE: 06/30/2012

ENGINEER: W.R. HINOJOSA
DESIGNER: A.T.
DRAWN BY: T.B.
JOB NO.: 12-124
SHEET NO.:
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DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year 2012~~« »~~
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850
as Grantee for
Hidalgo County Head Start Program
1901 West Highway 107
McAllen, Texas 78504~~County of Hidalgo~~
~~2812 S. Business Hwy 281~~
~~Edinburg, Texas 78539~~
~~« »« »~~
~~« »~~
~~« »~~
~~« »~~

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
~~*(Name, location and detailed description)*~~

~~« Template II »~~ Palmview III Roof Replacment ~~elocation~~ Project Palmview, Texas

~~« »~~
~~« »~~

The Architect:
(Name, legal status, address and other information)

~~« »« »~~Hinojosa Engineering, Inc. ~~Dannenbaum Engineering Company~~
108 W. 18th Street ~~1109 Nolana Loop, Suite 208~~
Mission, ~~McAllen,~~ Texas 78572 ~~04~~
(956) 581-0143 ~~682-3677~~

~~« »~~
~~« »~~
~~« »~~

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1515532406)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

3.1.1 Liquidated Damages: ~~OWNER~~wner and ~~CONTRACTOR~~Contractor recognize that time is of the essence in this Agreement and that ~~OWNER~~wner will suffer financial loss if the Work is not completed within the time specified in ~~Paragraph 3.1~~this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor ~~They~~ also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by ~~OWNER~~Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and ~~CONTRACTOR~~Contractor agree that as liquidated damages for delay (but not as penalty) ~~CONTRACTOR~~Contractor shall pay ~~OWNER~~Owner, _____ Hundred Dollars ($_____.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

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User Notes: (1515532406)

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (~~296~~) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above. «→»

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

~~Item~~Betterment Allowance	~~Price~~
TOTAL AMOUNT	

4.5 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 Contract 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 Contract. 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.

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User Notes: (1515532406)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and reviewed by the Construction Manager (as such term is hereinafter defined), as evidenced by the Construction Manager's signature, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** «→ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth «→ day following approval by Commissioners Court.** ~~of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.~~

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager, and Architect may require. This schedule, unless objected to by the Architect or the Owner and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. For purposes of this Agreement "Construction Manager" is defined as Centennial Contractors Enterprises, Inc. ~~Prodigy Construction Management, LLC.~~

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «→Percent («→%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit "C"**;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «Percent→ («%→);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**;

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Construction Manager and the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**;

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User Notes: (1515532406)

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit ~~—~~ "C"; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed by the Construction Manager and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and ~~, or as follows:~~upon acceptance by the ~~OWNER~~Owner and ~~ARCHITECT~~Architect, and after satisfactory evidence has been given by the ~~CONTRACTOR~~ontractor that all his bills have been paid and the entire project is free from liens.

«»

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "~~C~~", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "~~C~~", the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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User Notes: (1515532406)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » « »

§ 8.3 The Owner's representative:
(Name, address and other information)

Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1, as authorized representatives.

§ 8.4 The Contractor's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner and attached hereto as Exhibit "C".

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User Notes: (1515532406)

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C",

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 as modified by Owner and attached hereto as Exhibit "C", Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«
1. –Exhibit 'A' Bid Form and Addendums from
2. Exhibit 'B' Project Manual (Specifications)
3. Exhibit 'C' – AIA A-201-2007, as modified by the Owner.
4. Exhibit 'D' Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

~~Bid Form from~~
~~»Project Manual~~
~~Addendums~~

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C",

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User Notes: (1515532406)

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C").

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
By: Ramon Garcia, County Judge« »« »	By: « »« »
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
(Signature)	*(Signature)*
By: Stephenve L. Crain	By: Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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User Notes:
(1515532406)

AI-32091 **IT Department 14. A.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Renan Ramirez **Submitted By:** Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Authorization and approval to upgrade wireless devices through the County's membership/participation with CONTRACT:DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Department:	User:	Employee ID #:	Current Device:	Upgrading Device:	MDN:
Auditor	Auditor-Office Use	N/A	MIFI 2200 Intelegent Mobile Hotspot	MIFI 4510L 4G	956-587-2852
District Clerk	Hon. Laura Hinojosa	152692	MIFI 2200 Intelegent Mobile Hotspot	MIFI 4510L 4G	956-587-1269

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Only equipment upgrade.

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 04:45 PM
Erika Zamora	Erika Zamora	04/27/2012 03:19 PM
Auditor's Office	Arcilia Duran	05/03/2012 11:09 AM
Purchasing Department	Marty Salazar	05/03/2012 01:32 PM

Form Started By: Griselda Salazar Started On: 04/25/2012 03:52 PM

Final Approval Date: 05/03/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

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

Department: AUDITOR'S OFFICE Dept#: 170

Quantity: 1 (956) 587-2852

Service: $ -0- /mo (x) ____ months = _____ Account:_____-532

Service: $ -0- /mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ Requisition Number:_____

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	RAY EUFRACIO, CPA (Print Name)	4-25-2012 (Date)

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Equipment upgrade to MIFI 4510L - No charge

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☑ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Laura Hinojosa Employee ID# 152692 Signature: [signature]

Department: District Clerk Dept#: 010

Quantity: 1 (956)587-1209

Service: $ - 0 /mo (x) ___ months = ___ Account: ___

Service: $ - 0 /mo (x) ___ months = ___ Account: ___ -619/664

Requisition Total: ___ Requisition Number: ___

STIPEND

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

Department: ___ Dept#: ___

Quantity: ___

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

Total: ___

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

[signature] LAURA HINOJOSA 04/23/12

Signature | Print Name | Date

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

___ ___ ___

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Equipment upgrade to MIF1451OL @ no charge

Commissioner's Court Action: **Commissioner's Court Date:** ___

☐ **Approved Date:** ___ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-32058 **Urban County 15. A.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Lupita V Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Public Hearing regarding the draft 2012-2013 Hidalgo County Urban County Program One Year Action Plan (2012-2013).

BACKGROUND

The Annual Action Plan for Year 2012 is based on a budget of $10,102,735.00. The allocation is as follows:
$7,639,061.00 (CDBG)
$1,802,151.00 (HOME)
$ 661,523.00 (Emergency Solutions Grant-ESG)
$10,102,735.00 :Total

A draft copy of the Annual Workplan was made available for review at the Urban County Program office for a thirty-day comment period beginning with March 30, 2012 and ending on May 1, 2012. All comments received will be noted in the final work plans submitted to HUD.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Public Action Plan UCP One Year Action Plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 09:53 AM
Olga Garza	Olga Garza	04/26/2012 02:47 PM
Auditor's Office	Arcilia Duran	05/03/2012 10:06 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Mary Flores Started On: 04/25/2012 09:32 AM

Final Approval Date: 05/03/2012

PUBLIC HEARING NOTICE
HIDALGO COUNTY
URBAN COUNTY PROGRAM

In compliance with the Consolidated Plan for Community Planning & Development (CDBG, HOME, ESG), **Hidalgo County** will conduct a public hearing to solicit input from interested parties on the County's needs under the **(25th)** year Urban County Program **(Year 2012)**

The overall goals for the Consolidated Plan are to strengthen partnerships with jurisdiction, to extend and strengthen partnerships among all levels of government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons.
The public hearing will be held on **Tuesday, May 8, 2012** at **9:30 A.M.** at the following location:

Hidalgo County Commissioner's Court
415 W. University Drive
Edinburg, Texas 78543

The **Urban County Program** anticipates an allocation of approximately **($10,102,735.00)** based on last year's allocation. Listed below is a partial listing of eligible activities.

Public Facilities Needs
- Senior Centers
- Youth Centers
- Neighborhood Facilities
- Parks and Recreation Facilities
- Health Facilities
- Child Care Facilities
- Parking Facilities

Infrastructure Improvement Needs
- Flood Drain Improvements
- Water Improvements
- Sewer Improvements
- Street Improvements

Public Service Needs
- Senior Services
- Handicapped Services
- Youth Services
- Child Care Services

Accessibility

Economic Development Needs
- Technical Assistance

Lead-Based Paint/Hazard Abatement

Code Enforcement

Emergency Shelter Needs

Housing Needs

Community Planning

Program Administration

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) **787-8127.** Written comments can be forwarded to :

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

AI-31996 **Urban County 15. B.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a program amendment for the City of La Joya Urban County Program Years 19, 21, 22, & 24 (2006, 2008, 2009, & 2011). The amendment will change the proposed library location at North corner of Leo Avenue and 5th Street to a new location at 201 Palmshores Blvd. in La Joya, Texas.

BACKGROUND

The proposed amendment for the City of La Joya will affect the existing work plans in Years 19, 21, 22, & 24 (2006, 2008, 2009, & 2011). A Public Hearing was held on February 6, 2012 at 6:00 p.m. and citizen participation requirements have been met. The proposed program amendment will not alter the project description to construct a public library (to include parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

$ 21,814.53	2006 La Joya Public Facilities & Improvements funds
$157,305.08	2009 La Joya Public Facilities & Improvements funds
$102,089.00	2011 La Joya Public Facilities & Improvements funds
$ 17,550.59	2006 Precinct 3 Public Facilities & Improvements funds (Recap.)
$ 15,000.00	2008 Precinct 3 Public Facilities & Improvements funds (Recap.)
$ 69,705.92	2009 Precinct 3 Public Facilities & Improvements funds (Recap.)
$383,465.12	

Attachments

Public Hearing Notice Pct 3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/19/2012 04:27 PM
Olga Garza	Olga Garza	04/20/2012 02:21 PM
Auditor's Office	Arcilia Duran	05/03/2012 10:05 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Mary Flores Started On: 04/19/2012 04:08 PM

Final Approval Date: 05/03/2012

The Monitor January 31, 2012

PUBLIC HEARING NOTICE
PRECINCT NO. 3 • URBAN COUNTY PROGRAM
PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, Precinct No.3 will conduct a public hearing to solicit input from interested parties on the precinct's proposed program amendment to its Urban County Program Recaptured funding, Year 19, 21 & 22 (2006, 2008 & 2009).

The Public Hearing will be held on Tuesday, February 7th at 9:30 am at County Commissioner's Court located at 415 W University Drive in Edinburg, Texas 78539.

The following is the proposed Program Amendment for your consideration:

Existing Work Plan	Public Facilities & Improvements Year 19 (2006)	Proposed Work Plan
$ 17,550.59	Public Facilities & Improvements (La Joya Recap.)	$ 17,550.59
$ 17,550.59	TOTAL	$ 17,550.59

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

Existing Work Plan	Public Facilities & Improvements Year 21 (2008)	Proposed Work Plan
$ 15,000.00	Public Facilities & Improvements (La Joya Recap.)	$ 15,000.00
$ 15,000.00	TOTAL	$ 15,000.00

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

Existing Work Plan	Public Facilities & Improvements Year 22 (2009)	Proposed Work Plan
$ 69,705.92	Public Facilities & Improvements (La Joya Recap.)	$ 69,705.92
$ 69,705.92	TOTAL	$ 69,705.92

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

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 the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to:

Commissioner Joe M. Flores,
724 North Breyfogle P.O. Box 607, Mission, TX 78572

The Monitor January 31, 2012

PUBLIC HEARING NOTICE
CITY OF LA JOYA • URBAN COUNTY PROGRAM
PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of La Joya will conduct a public hearing to solicit input from interested parties on the city's proposed program amendment to its Urban County Program, Year 19, 22, 23 & 24 (2006, 2009, 2010 & 2011).

The Public Hearing will be held on Monday, February 6th at 6:00 pm at La Joya City Hall Office located at 101 North Leo Avenue in La Joya, Texas 78560.

The following is the proposed program amendment for your consideration:

Existing Work Plan	Public Facilities & Improvements Year 19 (2006)	Proposed Work Plan
$ 21,814.53	Public Facilities & Improvements	$ 21,814.53
$ 21,814.53	**TOTAL**	**$ 21,814.53**

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

Existing Work Plan	Public Facilities & Improvements Year 22 (2009)	Proposed Work Plan
$157,305.08	Public Facilities & Improvements	$157,305.08
$ 157,305.08	**TOTAL**	**$ 157,305.08**

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

Existing Work Plan	Parks, Recreational Facilities Year 23 (2010)	Proposed Work Plan
$ 101,193.25	Parks, Recreational Facilities	$ 101,193.25
$ 101,193.25	TOTAL	$ 101,193.25

The proposed program amendment to the Parks, Recreational Facilities line item will **increase** the scope of work to the Military Park project. The new activities will include the installation of a fence, installation of a sprinkler system, development of a baseball/softball field, development of a football/soccer field, walking trail/nature trail, professional services, testing services, materials, and related appurtenances as they pertain to project completion. The proposed program amendment does not affect the original budget amount. The proposed improvements will be considered Phase I for the project on Military Park.

Existing Work Plan	Public Facilities & Improvements Year 24 (2011)	Proposed Work Plan
$ 102,089.00	Public Facilities & Improvements	$ 102,089.00
$ 102,089.00	**TOTAL**	**$ 102,089.00**

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not

AI-32089 **Urban County 15. C.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Ester Gonzalez **Submitted By:** Mary Flores, 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 professional engineering services;
2. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioner's Court of at least nine (9) professional engineering service firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 1, Urban County Program and Hidalgo County Purchasing Department in connection with Hidalgo County's Community Development Block Grant – Round 2.1 Disaster Recovery Funding for the Pct. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral". Texas General Land Office (GLO) Contract No. 12-406-000-6453.

East Lateral Channel		
	Grade	Ranked
Dos Logistics, Inc.	95.67%	
Hinojosa Engineering, Inc.	88%	
Cortran Engineering PLLC	86.67%	

Colonia Infrastructure Improvements I		
	Grade	Ranked
SAMES Engineering & Surveying, Inc.	95.33%	
Rio Delta Engineering	81.66%	
R.E. Garcia & Associates	81%	

Colonia Infrastructure Improvements II		
	Grade	Ranked
Quintanilla, Headly & Associates	95.67%	
Guzman & Munoz Engineering & Surveying	91.33%	
TEDSI Infrastructure	91%	

3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for the Precinct No. 1- Delta Area Connector/East Lateral Project (East Lateral Channel).

4. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of

_____ for the provision of engineering services for a Hidalgo County – Precinct No. 1- Delta Area Connector/East Lateral Project (Colonia Infrastructure Improvements I)

5. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a Hidalgo County – Precinct No. 1- Delta Area Connector/East Lateral Project (Colonia Infrastructure Improvements II)

6. Authorize the 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. 12-406-000-6453.

BACKGROUND

The Delta Area Connector/East Lateral Project consists of Flood Drainage Improvements as needed in the Precinct No. 1 vicinity utilizing GLO-DR funds. Due to the scope of work and in an effort to complete the project within the contract Period (December 31, 2015) given by GLO, the project will be broken down and constructed in three sections (East Later Channel, Colonia Infrastructure Improvements I, Colonia infrastructure Improvements II); Professional Services will be procured for each section (scope of work per section to be determined upon procurement of professional services and as approved by Pct. 1). Improvements include community-level drainage infrastructure improvements to 14 colonias; improvements include storm sewer collection systems, swales, culverts and outfalls to various laterals. Additionally, the project consists of the design and construction of a major north-south channel in between Edcouch and La Villa (see attached grading grid, project description, map and contract).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this projet.

Attachments

Contract part VI

Contract V

Contract IV

Revised Grading Grid

Request Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 03:37 PM
Olga Garza	Olga Garza	04/27/2012 03:14 PM
Auditor's Office	Arcilia Duran	05/03/2012 11:49 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Mary Flores Started On: 04/25/2012 03:19 PM

Final Approval Date: 05/03/2012

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations.

Grantee and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Act and Regulations specified in **SECTION 1.03** of this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery;

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;"

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063." The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Grantee understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5): 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (18 U.S.C. 874): 41 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327A and 330);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5);

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (24 C.F.R. Part 84);

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C.F.R. Part 85);

OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments);

OMB Circular A-133 – Revised as of June 27, 2007 (Audits of States, Local Governments, and Non-Profit Organizations);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning;

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder;

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs;

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1);

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347);

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.);

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5;

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d));

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e);

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.);

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536);

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c);

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d);

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93);

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202);

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658);

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58);

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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GENERAL AFFIRMATIONS

Grantee agrees without exception to the following affirmations:

1. The Grantee has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Grantee has not received compensation from the GLO for preparing any part of this Contract.

3. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Grantee subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.

4. Grantee certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov. Grantee acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5. Grantee agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

6. Grantee certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Grantee will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Grantee: _____
Date of Employment with Grantee: _____

7. Grantee agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

8. Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Grantee will ensure that this clause is included in any subcontract it awards.

9. Grantee certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.

10. The Grantee shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Grantee shall include the above provisions in all subcontracts pertaining to the work.

11. Grantee understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantees are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or tracey.hall@glo.state.tx.us

12. Grantee must take steps to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of the Contract and pronouncements made under this Contract, whether so directed by the GLO or at Grantee's initiative. Upon discovery of any alleged or suspected fraud, abuse of power, kickbacks, the embezzlement or loss of funds under this Contract, or the theft of any assets provided for under this Contract, the Grantee immediately shall notify the GLO and appropriate law enforcement authorities and cooperate in any investigation and enforcement action that follows.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[signature]	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
County of Hidalgo	4/5/12

Standard Form 424B (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

Approved by Commissioners' Court
on 10-18-11 RO

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 employee of any agency, 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 than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

County of Hidalgo	GLO Contract No. 12-406-000-6453
NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Ramon Garcia, County Judge	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Ramon Garcia	4/5/12
SIGNATURE	DATE

THIS FORM MUST BE EXECUTED

Approved by Commissioners' Court
on 10-18-11 RG

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, GRANTEE MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

GRANTEE AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Grantee shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

(1) Grantee must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.

(2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Grantee shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Grantee acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Grantee is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. Project Mapping/Design Information

For construction projects, Grantee shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. Water System Improvements

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Grantee shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served has been issued by the TCEQ.

(3) Prior to Grantee submission of the Project Completion Report for any water system improvements described in Attachment A, Grantee shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290 – Rules and Regulations for Public Water Systems.

E. Sewer System Improvements

Prior to the construction of any sewer system improvements described , Grantee shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the TCEQ review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Grantee shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. Wastewater Treatment Construction

Prior to incurring costs for any wastewater treatment construction in Attachment A, Grantee shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.
In addition, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. Septic System Improvements

(1) Grantee shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Grantee shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Grantee shall provide a copy of its proposed program guidelines for GLO review . All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. Building Construction

Grantee shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If the estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. Bridge Construction/Rehabilitation

Grantee shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. Disaster Shelters

Grantee shall ensure that the primary purpose of the facility, as described in **Attachment A**, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the

priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Grantee shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Grantee shall submit a copy of Grantee's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Grantee shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Grantee shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Grantee shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Grantee will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at http://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Grantees disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Grantee must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Grantee shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

(1) The housing rehabilitation or reconstruction assistance provided by Grantee shall be in the form of a five-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 20 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.

(2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.

(3) If the homeowner occupies the home for the full five-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the five-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.

(4) If, during the five-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(5) The national objective will be considered met only when the city council or county commissioners court determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Grantee is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the five-year forgivable loan, if the national objective was not achieved.

(6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Grantee from the sales proceeds. Notwithstanding the preceding, Grantee shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the five-year occupancy or repayment of the assistance (in full or in part), the Grantee shall prepare and record a release of lien document in the land records of the applicable county.

(7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

N. COASTAL MANAGEMENT

Grantee acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Grantee shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF GRANTEE, THEN, IN SUCH EVENT, GRANTEE AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT GRANTEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND GRANTEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY GRANTEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY GRANTEE TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF GRANTEE MUST BE APPROVED BY GRANTEE.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Grantee is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Grantee shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Grantee shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Grantee whenever a previously identified policy period expires during the term of Grantee's contract with the person or entity, as proof of continuing coverage. Grantee's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Grantee shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies prior to Grantee's acceptance of an invoice for monthly payment from such parties.

(c) Grantee shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.

(d) Grantee shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances – Construction Programs," and Grantee shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Grantee shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Grantee may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Grantee shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Grantee as specified in this Contract. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that the goods delivered and/or the services rendered by Grantee and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Grantee must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program:

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System

at https://www.epls.gov/.

8.06 PURCHASES AND EQUIPMENT

Grantee shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or

computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Grantee unless and until transferred to the GLO, upon written request of the GLO. Grantee shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Grantee's performance pursuant to this Contract, Grantee shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in **Attachments C, D, E, and F**. Grantee shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Grantee will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**

In addition, the GLO and Grantee mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7,244-7,255 (2009).

8.10 CITIZEN PARTICIPATION

(a) Grantee must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.

(b) When requested, Grantee shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Grantee based upon the specific needs of the community's residents.

(c) Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide;" Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

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

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG Disaster Recovery Division

Grantee
County of Hidalgo
1615 South Closner, Suite J
Edinburg, TX 78539
Attention: Judge Ramon Garcia

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Grantee may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Grantee may clearly label any individual records as a "trade secret," provided that Grantee, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Grantee of the request in accordance with the Public Information Act.

Grantee shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available;

The range of activities that may be undertaken with CDBG-DR funds;

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

The proposed CDBG-DR activities likely to result in displacement and the Grantee's anti-displacement and relocation plan.

8.16 SIGNAGE

Public buildings, facilities, and centers constructed with the CDBG-DR funds shall have permanent signage placed in a prominent, visible public area with wording provided below. The formatting of the required signage will be at Grantee's discretion to best fit the architectural design of the facility, but shall be legible from no less than three (3) feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, utilizing CDBG-DR funds, shall have temporary signage erected in a prominent location at the Project site or along a major thoroughfare within the locality, as directed by Grantee, with the wording provided below:

> "This project is funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program."

8.17 AMENDMENTS TO THE CONTRACT

Material changes to the Performance Statement and Implementation Schedule may be made only by written agreement of the parties, under the formal Contract amendment process. Material changes include, but are not limited to; monetary changes other than budget variances permitted under **SECTION 2.04**; the addition or deletion of projects or tasks; or any revision that would otherwise result in a change to the overall Performance Statement.

Notwithstanding the preceding, in the sole discretion of the GLO, extensions to Deliverable due dates within the overall Contract Period, and immaterial revisions to quantities and specifications used within the Project Performance Statement, which may be required during construction, may be approved by the GLO without formal amendment. **Such approvals must be in writing, and may be delivered by email, facsimile, or regular mail.**

Pursuant to **SECTIONS 2.04 AND 4.01(b)** hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its integrated Attachments constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Grantee acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Grantee after the Contract terminates is performed at the sole risk of Grantee.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.21 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.04, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, 8.16, AND 8.17** of this Contract, and any other continuing obligations of Grantee shall survive the termination or expiration of this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
FOR GLO CONTRACT NO. 12-406-000-6453

GENERAL LAND OFFICE

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 4/12/12

LEGAL AA
PB DIV
AGC
GC

COUNTY OF HIDALGO

By: Ramon Garcia
Title: County Judge

Date of execution:

Approved by Commissioners' Court
on 10-18-11 RO

ATTACHMENTS TO GLO CONTRACT NO. 12-406-000-6453

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97,)
ATTACHMENT F:	Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT G:	Special Conditions

ATTACHMENTS FOLLOW

Performance Statement

County of Hidalgo

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the budget.

As a result of Hurricane Dolly on July 23, 2008, the county sustained flooding that resulted in drainage infrastructure failure. The existing drainage system infrastructure failed to function because the current systems were unable to convey the volume of water generated during Hurricane Dolly. The failure of the drainage systems to function threatened the public health, safety, and welfare of all served by these facilities due to flooding. The County is in need of adequately-sized drainage infrastructure to reduce flooding.

Flood and Drainage Facilities-5

Penitas Drain

Grantee shall purchase and install approximately eight hundred twenty-five feet (825 ft.) of storm pipe (box and RCP) along with an associated outfall for the proposed system within the Colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona. Work will include the installation of drainage inlets, manholes, driveway and pavement repairs, ditch excavation, concrete riprap, headwalls, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Rodriguez Road to U.S. Expressway 83. .Proposed improvements will significantly increase the capacity of the storm sewer system and reduce flooding.

These activities shall benefit six thousand two hundred eighty-three (6,283) persons, of which four thousand four (4,004), or sixty-three percent (63%), are of low to moderate income.

South Fork Drain

Grantee shall purchase and install drain check valves for existing outfall structures in the South Floodwater Channel and provide a new storm lateral to drain the South Fork Colonia and surrounding area. Work will include existing ditch clearing/grubbing, channel and trench excavation, riprap, installation of storm and irrigation pipe (box and RCP), headwalls, concrete weir, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from west Cage Boulevard to the USIBWC Floodway. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit fourteen thousand six hundred twenty-five (14,625) persons, of which eleven thousand three hundred seventy-five (11,375), or seventy-seven percent (77%), are of low to moderate income.

Delta Area Connector and Lateral

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls at Colonias Bernal Heights, Bar, Chapa North, Chapa South, Olivarez#10, Olivarez#4, Puesta del Sol, Sunrise Subdivision, Olivarez #7, Olivearez #9, Olivarez #18, Tijerina Estates, and Mesquite Acres. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Mile 12 ½ Road to the Hidalgo County Drainage District No. 1 Ditch. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit sixty-four thousand six hundred ninety (64,690) persons, of which forty-four thousand three hundred twenty-one (44,321), or sixty-eight percent (68%), are of low to moderate income.

Acquisition-24

Grantee shall acquire easements as needed to accommodate proposed drainage system improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in the Budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of the funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in the Budget.

Project Implementation Schedule

Grantee: **Hidalgo County**

Acquisition completion is after Bid Opening.

Description	Cal. Days	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
Activity: 5 Project: Penitas Drain		Work shall include installation of a strom sewer system
Engineering Procurement/Contracting	60	
30% Design & Submittal	30	
Environmental Procurement/Contracting[1]	30	
Environmental ERR Preparation & Submittal	90	
Environmental ERR Certification	60	
Acquisition[2]	280	
60% Design & Submittal[3]	90	
100% Design & Submittal (Plans/Specs/Permits)[4]	90	
Design Acceptance	14	
Advertise	21	
Bid Opening	30	
Award	30	
Construction[5]	300	
Closeout Completion[6]	30	

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

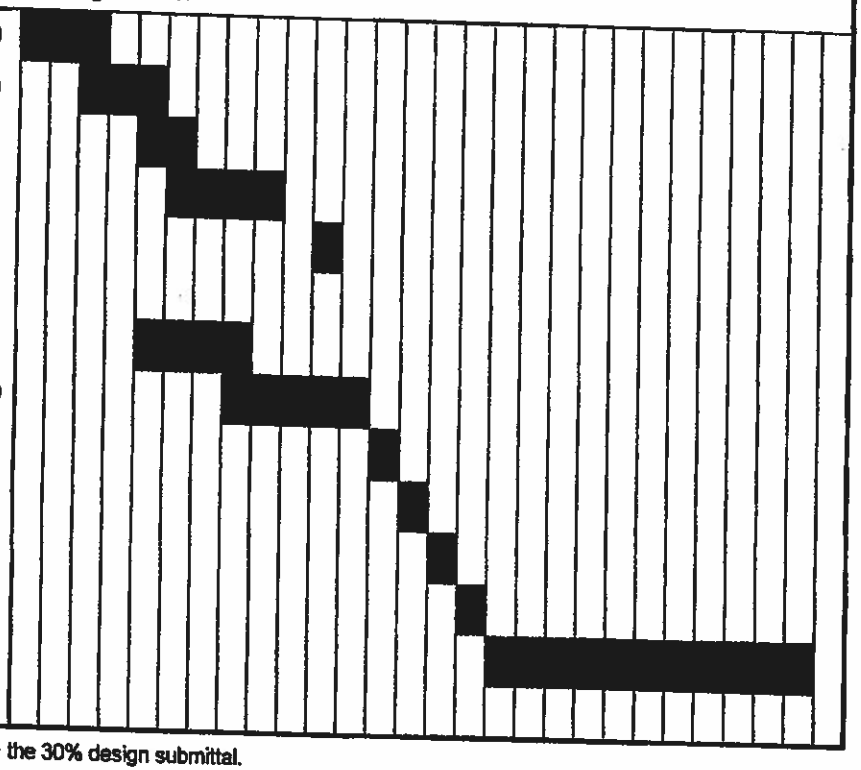
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Rev. 6/23/2011

Project Implementation Schedule

Grantee: Hidalgo County

Description	Cal Days
Activity: 5 Project: South Fork Drain	Work shall include new check valves, storm lateral and clearing/ grubbing of existing channel.
Engineering Procurement/Contracting	60
30% Design & Submittal	60
Environmental Procurement/Contracting[1]	30
Environmental ERR Preparation & Submittal	90
Environmental ERR Certification	60
Acquisition[2]	
60% Design & Submittal[3]	90
100% Design & Submittal (Plans/Specs/Permits)[4]	120
Design Acceptance	14
Advertise	21
Bid Opening	30
Award	30
Construction[5]	330
Closeout Completion[6]	30



[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Project Implementation Schedule

Grantee: **Hidalgo County**

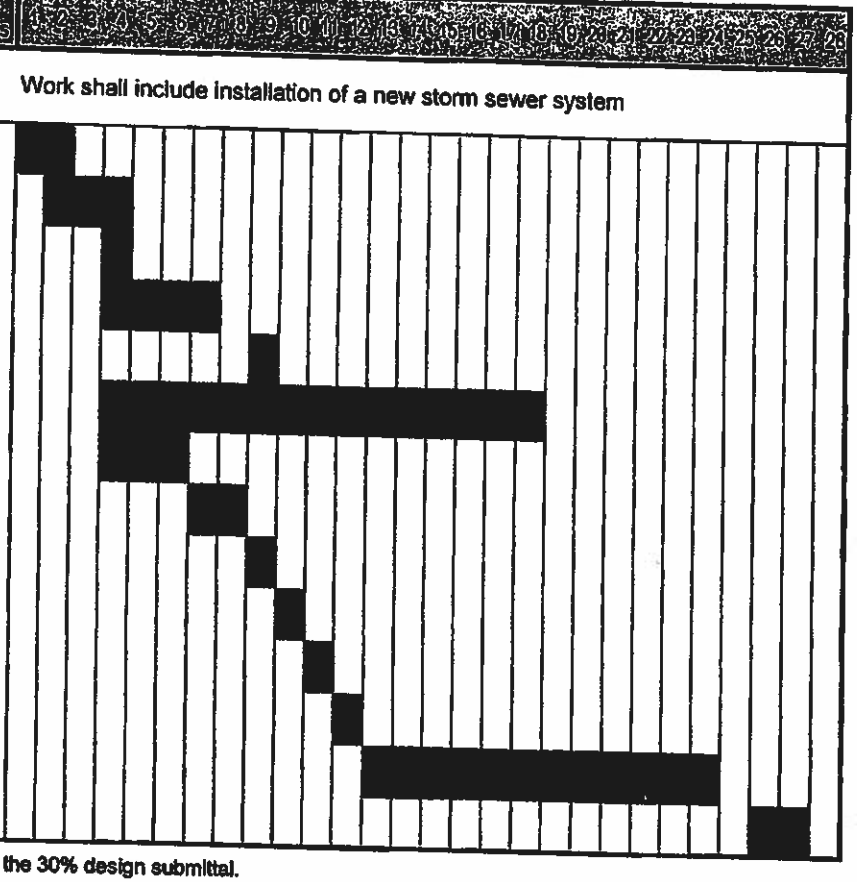
Acquisition completion is after Bid Opening.

Description: Street Improvements

Activity: 5 Project: Delta Area Connector/ East Lateral

Work shall include installation of a new storm sewer system

	Cal. Days
Engineering Procurement/Contracting	30
30% Design & Submittal	60
Environmental Procurement/Contracting[1]	
Environmental ERR Preparation & Submittal	90
Environmental ERR Certification	60
Acquisition[2]	450
60% Design & Submittal[3]	60
100% Design & Submittal (Plans/Specs/Permits)[4]	60
Design Acceptance	14
Advertise	21
Bid Opening	30
Award	30
Construction[5]	360
Closeout Completion[6]	30



[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

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[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Rev. 6/23/2011

Budget

County of Hidalgo

LINE	CATEGORIES		CONTRACT FUNDS		OTHER FUNDS		TOTAL
5.	Flood and Drainage Facilities	$	15,841,012	$		$	15,841,012
24.	Acquisition	$	1,840,633	$		$	1,840,633
30.	Engineering/Architectural Serv. (Total for all construction accounts)	$	2,655,421	$		$	2,655,421
33.	Planning / Project Delivery	$	605,240	$		$	605,240
	TOTALS	$	20,942,306	$		$	20,942,306

GRANT AGREEMENT
GLO CONTRACT NO. 12-406-000-6453
COMMUNITY DEVELOPMENT BLOCK GRANT – ROUND 2.1 FUNDING
DISASTER RECOVERY PROGRAM

This Community Development Block Grant Disaster Recovery ("CDBG-DR") grant agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** ("the GLO"), a Texas state agency, and the **COUNTY OF HIDALGO** ("Grantee"), hereinafter referred to collectively as "the Parties," to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Grantee under the CDBG Disaster Recovery program ("CDBG-DR"). In strict conformance with the terms and conditions of this Contract, Grantee shall construct, or cause to be constructed, improvements to flood and drainage facilities and components, including any acquisitions, engineering and planning required, in the County of Hidalgo, Texas (the "Project"). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in **SECTION 1.02**, below.

(b) Grant Award

Grantee submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Grantee's Application.

Subject to the terms and conditions of this Contract and Grantee's Application, the GLO agrees to make a grant to Grantee in an amount not to exceed **TWENTY MILLION NINE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED SIX DOLLARS ($20,942,306.00)**, payable as reimbursement of allowable expenses incurred by Grantee, to be used in strict conformance with the terms of this Contract, and the Project Budget in **Attachment B**.

The GLO is not liable to Grantee for any costs incurred by Grantee before the effective date of this Contract or after the expiration or termination of this Contract.

However, the GLO in its sole discretion, may reimburse Grantee for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Grantee hereby agree that this document and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive list of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97)
ATTACHMENT F:	Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT G:	Special Conditions

1.03 GUIDANCE DOCUMENTS

Grantee shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

the CDBG-DR Project Implementation Manual found at:
http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html;

the State of Texas Action Plan for Disaster Recovery found at;
http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html;

and the Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 25, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 110-329.

"Administrative and Audit Regulations" means the regulations included in Title 24, CFR, Part 85.

"Application" or "Grant Application" means the information provided by Grantee, which is the basis for the award of funding under this Contract.

"Budget" means the budget for the Project funded by the Contract, a copy of which is included in **Attachment B.**

"CDBG-DR" means the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program.

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract Documents" means the documents listed in **SECTION 1.02**.

"C.F.R." means the United States Code of Federal Regulations.

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Project Implementation Manual, including all reports and other project documentation.

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in **Attachment E**.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, in **Attachment F**.

"GAAP" means "generally accepted accounting principles" as applicable.

"GASB" means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.

"General Affirmations" means the affirmations in **Attachment D**, to which Grantee certifies by the signing of this Contract.

"Grant Administration Form" means one of several forms required to be submitted during the term of this Contract, which forms may be revised from time to time. The most current version of these forms should be downloaded, as needed, at http://www.glo.texas.gov/GLO/disaster-recovery.

"HUB" means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule by which various project milestones must be met by Grantee, and is attached hereto as part of **Attachment A**.

"Letter of Acceptance" means a document to be executed by Grantee, Engineer, and Grantee's construction contractor, for each construction project, indicating: (i) acceptance, (ii) substantial completion as built, and (iii) commencement of the warranty period, as discussed in **SECTION 4.01** hereof.

"Performance Statement" means the statement of work contained in **Attachment A.**

"PMC" means the GLO's Project Management Company, HNTB Corporation.

"Program" means the Community Development Block Grant Disaster Recovery program.

"Project" means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above, **SCOPE OF PROJECT**, and as detailed in **Attachment A.**

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines by which a CDBG-DR grant program must be operated.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Reports" means a document detailing the status of the Project under the Contract, to be submitted to the GLO as a condition of reimbursement, as discussed in **SECTION 4.01(a)**.

"Regulations" means 24 C.F.R. Part 570.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;

(c) The term "including" is not limiting, and means "including without limitation" and, unless otherwise expressly provided in this Contract,

(d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and

(e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in the sole discretion of the GLO."

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and

(j) Time is of the essence in this Contract.

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ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Grantee may request reimbursement from the GLO no more often than monthly. Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email to the GLO monthly, on or before the 10th day of each calendar month.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE GRANTEE INCURS THE EXPENSE. NOTWITHSTANDING THE PRECEDING, REQUESTS FOR REIMBURSEMENT FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR MUST BE RECEIVED BY THE GLO NOT LATER THAN THIRTY (30) DAYS FROM THE DATE THE GRANTEE RECEIVES THAT INVOICE FROM A SUBCONTRACTOR. FAILURE BY GRANTEE TO COMPLY IN A TIMELY MANNER WITH THESE TWO REQUIREMENTS MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Grantee's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Grantee, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Grantee may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the GLO. The GLO may allow flexibility among Budget categories to the extent that the total revisions do not exceed ten percent (10%) of the total budget. Such reallocations may not increase the amount of the grant or total Budget, and shall be effective only after written approval by the GLO. Any request for a variance that (a) exceeds ten percent (10%) of the total budget; (b) changes the total budget amount; (c) changes the Project scope; or (d) changes the Project outcome may be allowed only by formal, written Contract amendment. In addition, aggregate requests for variances which, over time, exceed twenty-five percent (25%) of the total budgeted amount, may be allowed only by formal, written Contract amendment.

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A FINAL, ACTUAL BUDGET SHALL BE SUBMITTED BY GRANTEE NO LATER THAN SIXTY (60) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

IN ADDITION, GRANTEE SHALL SUBMIT A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES AS DETERMINED BY THE GLO. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Grantee shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of Program income to the GLO with each form submitted by Grantee in accordance with ARTICLE 4 of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF GRANTEE DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO GRANTEE, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 – CONTRACT PERIOD, TERMINATION, AND DEFAULT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on December 31, 2015 ("Contract Period"). **Notwithstanding the preceding sentence, Grantee must adhere to all Project milestones in Attachment A; failure to meet any milestone may result in termination under SECTION 3.02, below.**

Upon receipt of a written request and acceptable justification from Grantee, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST NINETY (90) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Grantee shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Grantee's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Grantee makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Grantee makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS - GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.11** of the Contract, **NOTICES**; and all other reports and documentation as required by the Project Implementation Manual; any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

In addition, Grantee acknowledges the responsibility to submit to the GLO, Engineer, and Grant Administrator, if any, all signed Letters of Acceptance (LOA), within two (2) weeks of execution by Grantee. Failure to timely submit the LOA pursuant to this paragraph may result in the withholding of the final payment under this Contract.

(a) Quarterly Reports

Accurate, timely Quarterly Reports are required as a condition of reimbursement. Each Quarterly Report shall include progress made since the prior reporting period, projected quantities if any variances are anticipated, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information that may be required by the GLO. In the sole discretion of the GLO, reports may be requested more often than quarterly, and the Grantee shall provide such additional information to the GLO in a timely manner.

The GLO may review Quarterly Report(s) and may request revisions to be made. Grantee shall coordinate with the GLO to make such revisions in a timely manner. Reimbursement may be withheld, in the sole discretion of the GLO, if a Quarterly Report is delinquent or deficient.

(b) Project Completion Report

The Project Completion Report ("PCR"), as defined above, must be submitted to the GLO by the close of business no later than sixty (60) days from Grantee's execution of the final Certificate of Construction Completion ("COCC"). The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all projects, both as originally assigned and as ultimately completed, including any revisions approved by the GLO outside the formal, written amendment process, as provided under **SECTION 8.17** hereof.

(c) Forms

Grantee must execute the forms included as **Attachments E and F,** and certifies by the execution of this Contract to all affirmations in **Attachment D**, confirming compliance with required state and federal laws applicable to the Contract.

(i) General Affirmations are found in **Attachment D**, and Grantee certifies by the execution of this Contract to all statements therein.

(ii) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found in **Attachment E**, and must be executed by Grantee.

(iii) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 1 of **Attachment F**, and must be executed by Grantee.

(iv) If any funds granted under this Contract have been used for lobbying purposes, Grantee must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 2 of **Attachment F**.

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ARTICLE 5 - STATE AND FEDERAL FUNDING AND RECAPTURE OF FUNDS

5.01 FEDERAL FUNDING

Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. **ALL EXPENDITURES UNDER THIS CONTRACT MUST BE MADE IN ACCORDANCE WITH THIS CONTRACT, THE RULES AND REGULATIONS PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. FURTHER, GRANTEE ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NON-COMPLIANCE.**

5.02 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.03 RECAPTURE OF FUNDS

Grantee shall conduct, in a satisfactory manner as determined by the GLO, the Project, as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under this Article; notwithstanding, it is expressly understood and agreed by Grantee that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that Grantee has not used in strict accordance with the terms and conditions of this Contract.

5.04 RETAINAGE

To ensure full performance, the GLO may retain an amount equal to five percent (5%) of Grantee's grant amount until completion and acceptance by the GLO of the Project. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Grantee has completed the Project in accordance with the Contract Documents, and that all requirements of the Contract; all relevant provisions of the Grant; and all applicable law, rules, and regulations have been fulfilled by Grantee.

5.05 OVERPAYMENT

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

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.

(b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Grantee represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Grantee's work products, or considers Grantee's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Grantee must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Grantee are set forth in the Contract Documents.

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ARTICLE 7 - RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

7.01 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in **Attachment C**.

7.02 INSPECTION AND AUDIT

Grantee agrees that all relevant records related to this Contract or any work product produced, including those of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S Government shall also have this right of inspection.

The GLO reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, the GLO shall provide Grantee with a written report of the findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract.

Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **GRANTEE SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

Grantee will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules, including, but not limited to those identified in **Attachment C**, governing audit requirements pertaining to the Project.

7.03 GRANTEE SELF-AUDIT AND TARGETED AUDITS

(a) Grantee Self-Audit

Grantee, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Grantee may utilize funds budgeted under this Contract to pay for that

portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Grantee a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Grantee shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Grantee, using an auditor of the GLO's choice. Grantee shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. Grantee shall retain these records for a period of five (5) years after final payment or until they are audited by the GLO, whichever event occurs first. These records shall be made available during the term of this Contract and the subsequent five (5) year period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

Grantee shall retain all records relevant to this Contract for a minimum of five (5) years. The period of retention begins at the date of final payment by the GLO of reimbursable expenses, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or any administrative proceeding or litigation that may ensue.

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Hidalgo County - Urban County Program
Hidalgo County Precinct No. 1
Disaster Recovery Project-Delta Area Connector/East Lateral
Engineering Professional Services
Flood & Drainage Facilities - East Lateral Channel
Grading Grid

CRITERIA	Dos Logistics			Hinojosa Engineering, Inc.			Cortran Engineering PLLC		
	Grader Pct. #1	Grader UCP	Grader P. Dept.	Grader Pct. #1	Grader UCP	Grader P. Dept.	Grader Pct. #1	Grader UCP	Grader P. Dept.
Selection Criteria	20	19	20	20	20	20	17	17	20
Experience of Project Team	25	25	20	20	25	15	22	22	15
Experience/Availability of Project Manager	18	20	15	20	20	15	16	20	10
Understanding Projects	25	25	25	20	23	25	22	24	25
Familiarity w/Applicable Rules & Regulations	10	10	10	6	5	10	10	10	10
TOTALS	98	99	90	86	93	85	87	93	80
AVERAGES		95.67%			88%			86.67%	
RANKING									

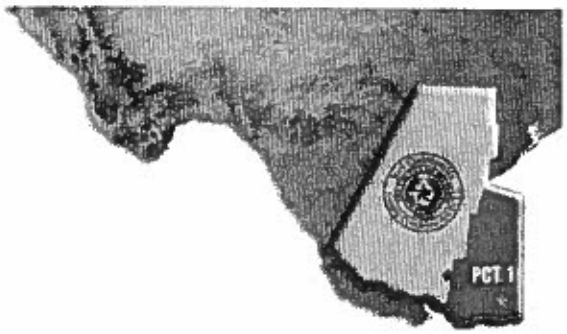
Hidalgo County – Urban County Program
Hidalgo County Precinct No. 1
Disaster Recovery Project-Delta Area Connector/East Lateral
Engineering Professional Services
Flood & Drainage Facilities – Colonia Infrastructure Improvements I
Grading Grid

CRITERIA	SAMES Engineering & Surveying, Inc.			Rio Delta Engineering			R.E. Garcia & Associates		
	Grader Pct. #1	Grader UCP	Grader P. Dept.	Grader Pct. #1	Grader UCP	Grader P. Dept.	Grader Pct. #1	Grader UCP	Grader P. Dept.
Selection Criteria	20	20	20	20	15	20	17	15	20
Experience of Project Team	25	25	15	19	25	15	25	23	10
Experience/Availability of Project Manager	20	20	20	16	19	15	13	20	10
Understanding Projects	22	24	25	23	15	25	20	21	25
Familiarity w/Applicable Rules & Regulations	10	10	10	8	0	10	10	4	10
TOTALS	97	99	90	86	74	85	85	83	75
AVERAGES		95.33%			81.66%			81%	
RANKING									

Hidalgo County – Urban County Program
Hidalgo County Precinct No. 1
Disaster Recovery Project-Delta Area Connector/East Lateral
Engineering Professional Services
Flood & Drainage Facilities – Colonia Infrastructure Improvements II
Grading Grid

CRITERIA	Quintanilla, Headley and Associates, Inc.			Guzman & Munoz Engineering & Surveying Inc.			TEDSI Infrastructure Group		
	Grader Pct. #1	Grader UCP	Grader P. Dept.	Grader Pct. #1	Grader UCP	Grader P. Dept.	Grader Pct. #1	Grader UCP	Grader P. Dept.
Selection Criteria	20	20	20	20	20	20	20	20	20
Experience of Project Team	25	25	20	19	25	20	18	25	20
Experience/Availability of Project Manager	18	20	15	18	20	20	20	18	15
Understanding Projects	25	24	25	23	22	25	20	23	25
Familiarity w/Applicable Rules & Regulations	10	10	10	10	2	10	9	10	10
TOTALS	98	99	90	90	89	95	87	96	90
AVERAGES		95.67%			91.33%			91%	
RANKING									

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1



April 25, 2012

Urban County
C/o Ester Gonzalez-Garcia, UCP Coordinator
1916 Teroso Blvd
Pharr, Texas 78577

Dear Ms. Garcia:

Please accept this letter as Precinct No. 1's formal request to submit an agenda item for the presentation of the scoring grid for the purpose of ranking professional engineering service firms by Hidalgo County Commissioners' Court regarding the Texas General Land Office (GLO) Round 2.1 Disaster Recovery Funding for the Pct. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral". (GLO Contract No. 12-406-000-6453)

Should you have any questions please contact Mr. Eddy Gonzalez.

Respectfully,

Joel Quintanilla
County Commissioner, Pct. 1

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

AI-32087 **Urban County 15. D.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Consideration and approval to:
1. Increase the number of calendar days allotted in the Pct. 1 Catarina Subdivision Street and Drainage Improvements Project Construction Service Contract awarded to SASCON, Inc. by sixty (60) days for a total of 150 days, through a Change Order Request,
2. Submit Construction Contract Change Order No. 2 to the General Land Office (GLO) Contract No. 10-5066-000-5043 (formerly TDRA DRS010068), regarding the Pct. 1 Catarina Subdivision Street & Drainage Improvements Project.
3. Authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 10-5066-000-5043.

BACKGROUND

The requested time extension is due to delays associated with requests by the Irrigation District regarding the re-grading of the drainage ditch and issues related to the Contractor and Sub-Consultant agreement procedure. Please see attached letter from the project engineer, SAMES Engineering, and change order request data.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Construction Contract Change Order No. 2 to(GLO)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 03:35 PM
Olga Garza	Olga Garza	04/27/2012 02:14 PM
Auditor's Office	Arcilia Duran	05/03/2012 09:19 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Mary Flores Started On: 04/25/2012 02:54 PM

Final Approval Date: 05/03/2012

SAM Engineering and **S**urveying, Inc.

SAMES

Reg.No. F-10602
200 South Cage Blvd., Pharr, Texas 78577, P.O. Box 3353 (Edinburg, Texas 78540)

April 10, 2012

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

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

Commissioner Quintanilla,

We have reviewed the proposed Change Order No. 2 (addition of contract days) as requested by SASCON, Inc. The requested increase in contract time is based on the following: 1. Change Order No. 1 time to approve for material changes, 2. Contractor and Sub-Consultant agreement procedure.

After review of the proposed change order consisting of the net increase of 60 contract days, we recommend that a change order be approved.

SASCON, Inc. thru the sub-consultant is currently working and on pace to complete the required improvements within the requested additional contract time. If you have any questions, you may contact me at (956) 702-8880 to discuss.

Respectfully Submitted,

Saul Maldonado, P.E.
Principal

S:\SAMES\ENG\ENG 2010\Eng 10.073_UCP-PCT1 Progreso TDRA\Misc. Docs\RECOMMENDATION LETTER.doc

Form 9-4 Construction Contract Change Order Approval Request

Owner (Contractor Locality): Hidalgo County Precinct No. 1 1902 Joe Stephens Ave. Weslaco, TX 78596 Phone #:	**Contract For:** Pct. 1 Catarina Subdivision Street & Drainage Improvements Project: Martinez, Ford, Dunn & Maritza St.	**Date:** April 10, 2012 **Project No.:** 6536-65-0311-6500-UCP-EGG
Contractor: Sascon Inc. 5200 N. 26th St. McAllen, TX 78504 Agreement Date: August 2, 2011 Phone #: (956)682-3454	**Engineer:** SAMES, Inc. 200 S. Cage Blvd. Pharr, TX 78577 Phone #: (956)702-8880 Engineer's Project No.: 6536-65-0311-5100-6510-UCP-EGG	**DR Contract No.:** DRS010068 **GLO Contract No.:** 10-5066-000-5043 **Change Order No.:** 2

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes-Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	The change in material quantities, the time necessary to approve Change Order #1, and the need for the Contractor to prepare a sub-consultant agreement requires the addition of time to contract	$0.00	$0.00

Change in Contract Price:	**Change in Contract Time:**
Original Contract Price: $472,403.65	Original Contract Time: 90 days
Previous Change Order(s) No. 1 to No. 1 $16.940.00	Net Change From Previous Change Order 0 days
Contract Price Prior to this Change Order: $489,343.65	Contract Time Prior to this Change Order 90 days
Net Increase/Decrease of this Change Order: $0.00	Net Increase/Decrease of this Change Order 60 days
Contract Price With all Approved Change Orders: $489,343.65	Contract Time With All Approved Change Orders 150 days
Cumulative % Change in Contract Price: 3.59 %	

DR Division reimbursement of costs approved by this change order is subject to approval by TDRA.

RECOMMENDED: Engineer	**APPROVED:** Owner	**ACCEPTED:** Contractor
By: Saul D. Maldonado Print Name	By: Comm. Joel Quintanilla Print Name	By: Jason Skloss – Sascon, Inc Print Name
Authorized Signature	Authorized Signature	Authorized Signature
Date: 04/10/2012	Date:	Date:

JUSTIFICATION FOR CHANGE

Grantee: Hidalgo County Urban County Program

DRS Contract No.: DRS010068

Change Order No.: 2

1. Will this Change Order increase or decrease the number of beneficiaries?
   ☐ Increase ☐ Decrease ☒ No Change

   If there is a change, how many beneficiaries will be affected: Total _____ L/M _____

2. Effect of this change on the scope of work:
   ☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs:
   ☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid?
   ☒ Yes ☐ No

   If "NO", explain:

5. Will this change order be completed within the contract period?
   ☐ Yes ☒ No

   If "NO", expected completion date: May 11, 2012

6. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?
   ☐ Yes ☒ No

   If "YES", is an Environmental Re-assessment required? ☐ Yes ☐ No

7. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid:
   ☒ Yes ☐ No

8. Is the TCEQ permit approval still valid? (sewer projects only) ☐ Yes ☐ No
   This is a street and drainage improvement project.

9. Are the handicapped access requirements/approval still valid (if applicable)?
   N/A ☐ Yes ☐ No

10. Are other Disaster Recovery contractual special condition clearance still valid?
    ☒ Yes ☐ No

    (If no, specify):

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

DRAFT

CITY/PCT.
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596

DATE: April 10, 2012

CHANGE ORDER NO.
2

CONTRACTOR/FIRM
Sascon Inc.
5200 N. 26th Lane
McAllen, TX 78504

Phone #: (956) 607-6005

PROJECT/NAME/ACCT. NO.

Pct. 1 Catarina Subdivision
Street & Drainage Improvements
6536-65-0311-6500-UCP-EGG

You are hereby requested to comply with the following changes from the contract plans and specifications:

	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices	X	Time Extension
	Quantitative Addition		Other

REASON:

Contract price prior to change order . . . . . $ 489,343.65 .

Net Increase/Decrease of this Change Order . . . . . $ 0.00 .

Contract Price with Change Order . . . . . $ 489,343.65 .

Increase/Decrease in time 60 days.

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. OFFICIAL	DATE	CONTRACTOR	DATE

PROJECT ENGINEER - ARCHITECT — 04/10/2012 DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

- ☐ Scope Increase
- ☐ Scope Decrease
- ☐ L/M Beneficiary Change/Impact
- ☐ Environmental Impact
- ☐ Quantitative Addition/Deletion
- ☐ Final Quantitative Adjustment
- ☐ Other

☐ Approved ☐ Disapproved

Title:_____.

Signature:_____ Date: _____.

SAM Engineering and *S*urveying, Inc.

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

Weekly

CONSTRUCTION AND INSPECTION REPORT #16

Period Ending / Time
7:00am to 5:00pm 04-12-12- Thursday

Project Number
6536-65-0309-5000-6500

Project Name
Pct. 1 Catarina Subdivision Street & Drainage Improvements Project

Project Description
Paving and Drainage Improvements

Contractor's Name
Sascon Inc.

1. Rough Estimate of Percent Completion to Date of Construction Phases
(Include items such as clearing, grading, drainage, base, surface, etc.)

Street Improvements:
Maritza - 100%_Subgrade, 50% Flex Base, 80% C&G
Martinez - 100%_Subgrade, 50% Flex Base, 80% C&G
Ford - 100%_Subgrade, 50% Flex Base, 100% C&G
Dunn - 100%_Subgrade, 50% Flex Base, 100% C&G

Drainage Improvements:
Maritza –100%
Martinez –100%
Ford –100%
Dunn –100%

2. Work Completed or in Progress this period

On-going construction:

Drainage Improvements: 100% Complete Pipe, Inlets, Manholes, and Outfall

Paving Improvements: 100% Complete Subgrade, 50% Complete Flex-Base, 80% Complete Curb & Gutter, 40% Complete on Driveway repair

Please include rain day(s) if applicable
18 Rain days.

3. Brief Weather Summary This Period Including Approximate Rainfall and Periods of Below Freezing Temperature
(On earthwork jobs include soil condition.

86 degrees 10-20 mph winds - Contractor was on site.

4. Contract Time
90

No Days Charged To Date	Last Working Day Charged (Date)
113	**4-11-12**

5. Summary of Laboratory and Field Testing This Period *(Note failing tests and any retests. Summarize out-of-tolerance material. Identify material subject to pay reduction.)*

L & G Testing - Testing Lab –N/A
Proctor Pickup and Lime Determination

6. Describe Contractor's and Sub-Contractor manpower and Equipment on site

SASCON INC. (Eberle Materials -SubContractor)
Personnel: 1-Manager, 1-Foreman, 2–Operators, 6-Laborer
Equipment:1-Grader, 1- Backhoe, 1-Loader, Curb & Gutter Laydown Machine

7. Problem Areas/Other Comments *(Revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)*

Laws and Regulation board is in place and complete.

SPONSOR'S INSPECTOR OR REPRESENTATIVE

Date	Typed of Printed Name and Title	Signature
04-12-2012	**Saul D. Maldonado**	S. D. Mal

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
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
Sascon Inc
5200 N 26th Lane
McAllen, TX 78504

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Wausau Insurance Company	
INSURER B: Employers Insurance of Wausau	21415
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY			YVVZ91446458031	07/24/2011	07/24/2012	EACH OCCURRENCE	$1,000,000
	CLAIMS MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X BI/PD Ded:2,000						MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	$1,000,000
	X ANY AUTO			ASJZ91446458021	07/24/2011	07/24/2012		$
	ALL OWNED AUTOS / SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X HIRED AUTOS / X NON-OWNED AUTOS						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
	UMBRELLA LIAB OCCUR						PROPERTY DAMAGE (Per accident)	$
	EXCESS LIAB CLAIMS MADE							$
	DED RETENTION $						EACH OCCURRENCE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WCCZ91446458011	07/24/2011	07/24/2012	WC STATU-TORY LIMITS / OTH-ER	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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AI-32069 **Urban County 15. E.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Nancy V. Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Valley Initiative for Development and Advancement (VIDA) and the Hidalgo County Urban County Program. The amendment will not reduce the contract amount. The amendment will increase and decrease budgeted amounts within both Homeless Prevention and Rapid Re-Housing categories.

BACKGROUND

: The HPRP Program requires that a total of 100% of the HPRP funds be spent by July 20, 2012. VIDA expenditure ratio is at 89.25%. We are therefore, recommending the amendment to the HPRP contract to increase and decrease budgeted amounts within both the Homeless Prevention and Rapid Re-Housing categories.

Activity	HOMELESS PREVENTION			RAPID RE-HOUSING		
	Current Budget	Difference	Revised Amount	Current Budget	Difference	Revised Amount
Financial Assistance	340,401.85	(10,000.00)	330,401.85	98,100.00		98,100.00
Housing Relocation & Stabilization	27,700.00	5,500.00	33,200.00	23,000.00		23,000.00
Data Collections	10,900.00	4,500.00	15,400.00	10,200.00	500.00	10,700.00
Administration	8,500.00		8,500.00	6,700.00	(500.00)	6,200.00
TOTALS	387,501.85		387,501.85	138,000.00		138,000.00

Contract Amount awarded: $525,501.85 HP: $387,501.85 Rapid: $138,000.00
Amount De-Obligated: $ 0.00
New Contract Amount: $525,501.85 HP: $387,501.85 Rapid: $138,000.00

Attachments

Amendment VIDA/HPRP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 02:16 PM
Olga Garza	Olga Garza	04/26/2012 03:33 PM
Auditor's Office	Arcilia Duran	05/03/2012 10:04 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Mary Flores Started On: 04/25/2012 01:35 PM

Final Approval Date: 05/03/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

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

OPERATIONS UNDER HOUSING

VIDA will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. VIDA was granted funds in the amount of **$525,501.85** for both Homeless Prevention and Rapid Re-Housing activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, Data Collections, and Administration.

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

The Hidalgo County Urban County Program is requesting that the contract with VIDA be amended to increase and decreased budgeted amounts within both the Homeless Prevention and Rapid Re-Housing categories to order to meet the threshold by the July 20, 2012 deadline.

The HPRP contract amount of $525,501.85 with VIDA will remain the same.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON ____ of **May**_____, 2012.

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

VALLEY INITIATIVE *for* DEVELOPMENT *and* ADVANCEMENT

April 25, 2012

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

Re: HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM
Proposed Budget Amendment

Dear Ms. Serna:

This letter will serve as our formal request for a budget amendment to the HPRP program budget. Attached is a breakdown and explanation by category of the amount to be amended.

Should you have any questions concerning the proposed budget amendment, please do not hesitate to call me at 956-973-8600. Thank you.

Sincerely,

Myra Caridad Garcia
Executive Director

Attachment (1)

Cc: Daniel Mena, Director of Finance
Nancy Hernandez, Hidalgo County HPRP

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

VIDA

Hidalgo County HPRP Summary

As of: April 24, 2012

Homeless Prevention	Amended Budget	Requested Budget Amendment	Revised Budget
Financial Assistance	$ 340,401.85	(10,000.00)	$ 330,401.85
Housing Relocation	27,700.00	5,500.00	33,200.00
Data Collection	10,900.00	4,500.00	15,400.00
Administration	8,500.00	-	8,500.00
	$ 387,501.85	$ -	$ 387,501.85

Rapid Rehousing	Original Budget	Budget Amendment	Revised Budget
Financial Assistance	$ 98,100.00	-	98,100.00
Housing Relocation	23,000.00	-	23,000.00
Data Collection	10,200.00	500.00	10,700.00
Administration	6,700.00	(500.00)	6,200.00
	$ 138,000.00	$ -	$ 138,000.00

Recapture Amount Projected from VIDA	$ -

1. Transferrring $5,500.00 from HP Financial Assistance to HP Housing Relocation
2. Transferrring $4,500.00 from HP Financial Assistance to HP Data Collection
3. Transferrring $500.00 from RR Admistration to RR Data Collection

AI-32063 **Urban County 15. F.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Lupita V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of a Resolution authorizing approval and submittal of the 2012-2013 Annual Action Plan for Year 2012 to the Department of Housing and Urban Development (HUD).

BACKGROUND

The Urban County Program is requesting authorization to submit the One Year Action Workplan for Years 2012-2013 to HUD. The Annual Action Plan for Year 2012 proposes an overall budget of $10,102,735.00.

CDBG:	$7,639,061.00
HOME:	$1,802,151.00
ESG (Emergency Solutions Grant):	$ 661,523.00

Attachments

Approval of a Resolution/2012-2013 Annual Action Plan to HUD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 11:17 AM
Olga Garza	Olga Garza	04/26/2012 03:13 PM
Auditor's Office	Arcilia Duran	05/03/2012 10:02 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Mary Flores Started On: 04/25/2012 10:16 AM

Final Approval Date: 05/03/2012

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has received formal notification of it's Allocation from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the FY 2012 allocation for Hidalgo County Urban County Program has been set as:

Funds Available
2012 URBAN COUNTY PROGRAM

CDBG Budget:	**$7,639,061.00**
HOME Budget:	**$1,802,151.00**
ESG Budget:	**$ 661,523.00**
Total:	**$10,102,735.00**

WHEREAS, the County of Hidalgo Urban County Program wishes to continue these activities,

NOW, THEREFORE BE IT RESOLVED that the County Judge Ramon Garcia, be and is hereby authorized to sign any and all documents and do all other acts necessary to carry this Resolution into effect.

RESOLVED, THIS THE 8th DAY OF MAY, 2012.

RAMON GARCIA, COUNTY JUDGE
HIDALGO COUNTY, TEXAS

Attest: _____
ARTURO GUAJARDO, JR. COUTY CLERK
HIDALGO COUNTY, TEXAS

AI-32232 **Elections Administration 16. B.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of the Contract for Election Services between Hidalgo County and the Sharyland Independent School District for their election to be held on May 12, 2012.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). Sharyland ISD has no outstanding balance at this time.

Attachments

Sharyland Contract

Sharyland Estimate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 12:55 PM
Roland Garcia	Rolando Garcia	05/04/2012 02:37 PM
Auditor's Office	Arcilia Duran	05/04/2012 02:39 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Amanda Valdez Started On: 05/04/2012 11:47 AM

Final Approval Date: 05/04/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 12, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 12, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be

rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 12, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape,

printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change at County's cost);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate

Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor. Entity shall share the cost of only one wireless cell phone per polling location and only for calls made to the County or County Personnel related to election matters;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Jesse Muniz
Interim Superintendent
Sharyland Independent School District
1106 North Shary Rd.
Mission, TX 78572

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 20th day of March, 2012

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

SHARYLAND ISD
ENTITY

BY: _____

PRINT: MR. RICKY LONGORIA

TITLE: SCHOOL BOARD PRESIDENT

ATTEST

BY: _____

PRINT: Suzanne Pena

TITLE: Board Secretary

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Sharyland ISD | **DATE: May 12, 2012**

6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	1	$25.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	24	$240.00
F	Election Media per Polling Location(s)		**$100.00**	4	$400.00
G	iVotronic Voting Machine(s)		**$150.00**	8	$1,200.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	4	$600.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$550.00**	1	$550.00
				Total iVotronic Programming Charges	**$3,485.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	3	$450.00
C	Printer Labels (per vote)		**$0.03**	15505	$465.15
D	Username/Password - Per Polling Location		**$20.00**	4	$80.00
				Total Electronic Poll Book Charges	**$1,895.15**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	325	$178.75
	Election Day Combination Forms		**$0.55**	325	$178.75
	Election Judge Kit for Early Voting		**$35.00**	1	$35.00
	Election Judge Kit for Election Day		**$35.00**	3	$105.00
	Polling Location Map(s)		**$17.00**	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	500	$100.00
				Total Supplies Charges	**$665.50**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	300	$75.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	1350	$540.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	300	$600.00
	Postage Mail-in-Ballots (per request)		**$0.61**	300	$183.00
	Correspondence Postage		**$0.44**	3	1.32
				Total Mail & Ballot Service Charges	**$1,399.32**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,300.00**	1	$1,300.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		**$3,985.00**		$3,985.00
	Payroll for Election Day Employees		**$1,659.00**		$1,659.00
				Total Payroll Charges	**$5,644.00**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	120	$2.16
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	3	360	$17.28
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	1	48	$0.86
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	3	144	$6.91
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$27.22**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	3	$52.56
				Total Cell Phone Charges	**$52.56**
6.12				**Subtotal**	**$14,718.75**
				Administrative Fees (10%)	**$1,471.87**
				ESTIMATED GRAND TOTAL	**$16,190.62**

AI-32233 **Elections Administration 16. C.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of the Contract for Election Services between Hidalgo County and South Texas College for their election to be held on May 12, 2012.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). South Texas College has no outstanding balance at this time.

Attachments

STC Contract

STC Estimate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 12:55 PM
Roland Garcia	Rolando Garcia	05/04/2012 02:38 PM
Auditor's Office	Arcilia Duran	05/04/2012 02:40 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Amanda Valdez Started On: 05/04/2012 12:08 PM

Final Approval Date: 05/04/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **SOUTH TEXAS COLLEGE**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 12, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 12, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be

rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 12, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape,

printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Shirley A. Reed, M.B.A., Ed.D
President
South Texas College
3201 W. Pecan
McAllen, TX 78501

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 24 day of April, 2012

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

SOUTH TEXAS COLLEGE
ENTITY

BY: _____

PRINT: DR. SHIRLEY A. REED, M.B.A., Ed.D

TITLE: PRESIDENT

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: _____

PRINT: ANDREW T FISH

TITLE: Admin Spec for Board Relations

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: South Texas College District 6 | **DATE: May 12, 2012**

6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	1	$10.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	2	$20.00
F	Election Media per Polling Location(s)		**$100.00**	13	$1,300.00
G	iVotronic Voting Machine(s)		**$150.00**	13	$1,950.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	13	$1,950.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$550.00**	1	$550.00
				Total iVotronic Programming Charges	**$6,230.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	5	$750.00
C	Printer Labels (per vote)		**$0.03**	53499	$1,604.97
D	Username/Password - Per Polling Location		**$20.00**	5	$100.00
				Total Electronic Poll Book Charges	**$3,354.97**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	1000	$550.00
	Election Day Combination Forms		**$0.55**	1000	$550.00
	Election Judge Kit for Early Voting		**$35.00**	5	$175.00
	Election Judge Kit for Election Day		**$35.00**	8	$280.00
	Polling Location Map(s)		**$17.00**	13	$221.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	800	$160.00
				Total Supplies Charges	**$1,936.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	200	$50.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	1425	$570.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	200	$400.00
	Postage Mail-in-Ballots (per request)		**$0.61**	200	$122.00
	Correspondence Postage		**$0.44**	8	3.52
				Total Mail & Ballot Service Charges	**$1,145.52**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$2,000.00**	1	$2,000.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$2,000.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		**$18,005.00**		$18,005.00
	Payroll for Election Day Employees		**$3,400.00**		$3,400.00
				Total Payroll Charges	**$21,405.00**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	5	600	$54.00
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	13	1560	$324.48
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	8	128	$18.43
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	16	256	$65.54
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$462.45**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	8	$140.16
				Total Cell Phone Charges	**$140.16**
6.12				**Subtotal**	**$36,924.10**
				Administrative Fees (10%)	**$3,692.41**
				ESTIMATED GRAND TOTAL	**$40,616.51**

AI-32092 **Planning Department 17. A.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval:
a. Comanches Subdivision – Pct.1 (Kyndel W. Bennett)
b. Sunset Valley Phase 2 Subdivision – Pct. 1 (Jose Sandoval)

BACKGROUND

Attachments

Comanches; Preliminary

Comanches; Plat

Sunset Valley Phase 2; Prelminary

Sunset Valley Ph 2; Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 04:23 PM
Olga Garza	Olga Garza	04/27/2012 01:59 PM
Auditor's Office	Arcilia Duran	05/03/2012 11:11 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Nora Cavazos Started On: 04/25/2012 03:56 PM

Final Approval Date: 05/03/2012

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 25, 2012

RE: **Comanche Subdivision – Pct. 1**
Preliminary Approval

Comanche Subdivision is a thirty four (34) lot subdivision located on the West side of Mile 2 West Road approximate ½ mile North of Mile 11 North Road.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 27, 2012. The proposed subdivision lies within a Zone "X" (shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales and by storm drainage pipe system discharging into the H.C.D.D.#1 Drain ditch adjacent to the West property line.

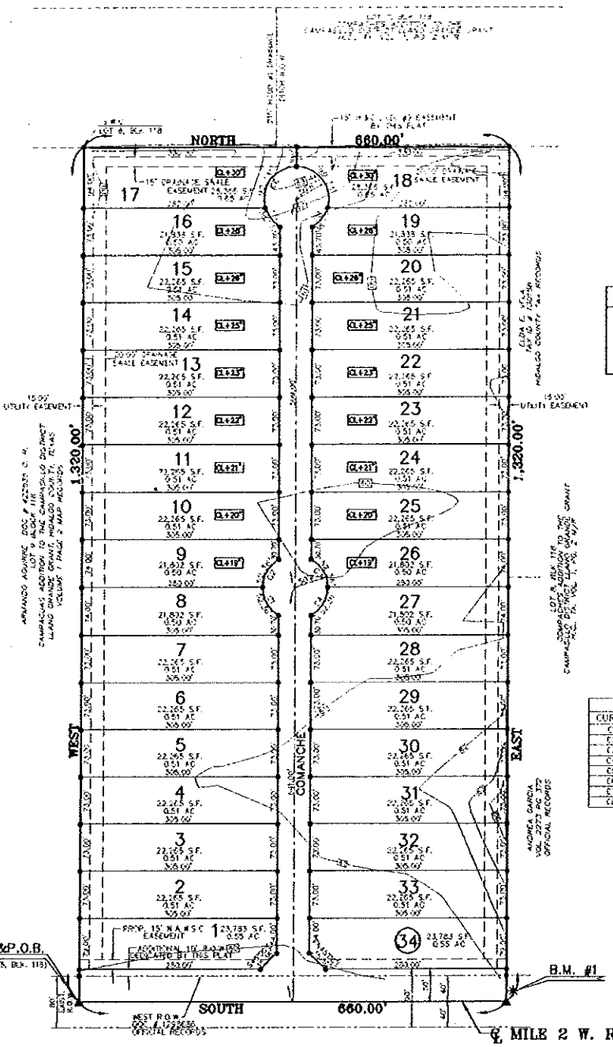
The proposed subdivision plat was reviewed and approved by Roy Gonzales, ROW Agent on March 22, 2012. The proposed subdivision plat will dedicate ten (10) feet on Mile 2 West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose Angel Gonzalez, and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Mile 2 West Rd. that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was submitted to, reviewed by Oscar Salinas; HCOEC Inspector on April 11, 2012. The applicant has submitted the required Large Construction Site Notice or NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 24, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Weslaco.



LEGEND
▲ – SPINDLE SET
● – 1/2 INCH IRON ROD SET
N.A.W.S.C. – DENOTES NORTH ALAMO WATER SUPPLY CORPORATION
✱ – B.M. = BENCHMARK

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	52.36'	50.00'	60°00'00"	30.00'	50.00'
C2	52.36'	50.00'	60°00'00"	30.00'	50.00'
C3	52.36'	50.00'	60°00'00"	30.00'	50.00'
C4	52.36'	50.00'	60°00'00"	30.00'	50.00'
C5	39.17'	50.00'	43°44'23"	20.67'	38.23'
C6	92.73'	50.00'	106°15'37"	65.67'	80.00'
C7	92.73'	50.00'	106°15'37"	65.67'	80.00'
C8	39.17'	50.00'	43°44'23"	20.67'	38.23'

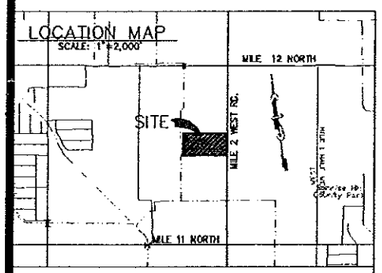
LOT 9 BLOCK 118
CAMPACUAS ADDITION TO THE CAMPACUALLO DISTRICT
LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS
VOLUME 1 PAGE 2 MAP RECORDS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LOCATION MAP
SCALE: 1"=2,000'



K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

INDEX TO SHEETS OF COMANCHES SUBDIVISION

SHEET 1	HEADINGS, INDEX, LOCATION MAP, AND ETA PRINCIPAL CONTACTS
	PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S LAND ENGINEER'S CERTIFICATION, PLAT NOTES AND
	RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY, CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED
	HIDALGO NO. 1 CERTIFICATE, N.A.W.S.C. EXPANSION DISTRICT NO. #5, NO BUILDING PERMISION NOTES,
	WATER DISTRIBUTION AND SANITARY SEWER MAPS, TYPICAL WATER SERVICE CONNECTION,
	PROVISION NOTES,
SHEET 2	ENGINEERS REPORT (ENGLISH AND SPANISH VERSIONS),
	EASEMENTS DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS),
	OWNER'S EDUCATION, CERTIFICATION, AND ATTESTATION,
	WATER DISTRIBUTION AND SANITARY SEWER MAPS, TYPICAL WATER SERVICE CONNECTION,
	DRAINAGE PERMIT PATTERN, DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
SHEET 3	THIS DEVELOPMENTS, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, & CONSTRUCTION DETAILS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

COMANCHES IS LOCATED APPROX. 1/2 MILE NORTH OF MILE 11 N. RD. ON THE WEST SIDE OF MILE 2 W. RD.
THE OVER-ALL NEARBY MAIN CITY IS MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF MISSION RESOLUTION 34,131 – 2010 CENSUS AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 5 MILE EXTRATERRITORIAL JURISDICTION LEVEL OF THE CITY OF MISSION. LOCAL GOVERNMENT CODE 212.001 PRECINCT, No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KINCEL & BENNETT-FLORES INVESTMENTS, LLC	P.O. Box 460	La Blanca 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	RAMIRO S. KHADEMI, P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ, R.P.L.S.	24923 FM 88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE CENTER LINE(S) OF THE ROAD WHICH MEASURED AT THE CENTER POINT OF ALL THE LOTS (AS NOTED ON THE PLAT ELEVATION POINTS) CAN BE FOUND PER LOT. LOT(S) LOCATED OUTSIDE OF A DESIGNATED FLOOD ZONE AS THE FIRM FOR THIS SUBDIVISION DOES NOT REQUIRE ANY FINISH FLOOR ELEVATIONS. ALL LOTS ARE SUBJECT TO FLOODING DUE TO RAINFALL EXCEEDING THE DESIGN CRITERIA. IT IS THE RESPONSIBILITY OF EACH PROPERTY OWNER TO CERTIFY AND ENSURE THAT THEIR PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AND TO OBTAIN A FLOOD PLAIN DEVELOPMENT PERMIT IF APPLICABLE.

2. THIS SUBDIVISION IS LOCATED IN ZONE "X" (SHADED) AREAS OF 500-YEAR FLOOD; ZONES (AE) AREAS SUBJECT TO INUNDATION BY THE 100-YEAR FLOOD WITH ELEVATIONS DETERMINED AND ZONE (A) WITH ELEVATIONS UNDETERMINED AREAS OF 100-YEAR FLOOD; ZONES (AH) AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); AND ZONE (AO) AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE 1 TO 3 FEET (USUALLY SHEET FLOW ON SLOPING TERRAIN); AVERAGE DEPTHS DETERMINED. FOR AREAS OF ALLUVIAL FAN FLOODING, VELOCITIES ALSO DETERMINED. ZONE (X) ARE AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 480334 0465 D REVISED: 06/06/2000 MAP NO. 48215C0465 D

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
FRONT SHALL BE AS PLAT
GARAGE SHALL BE 18 FEET
REAR 10 FEET
SIDE – 6 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE CORNER – 15 FEET OR EASEMENTS WHICHEVER IS GREATER
IN ALL CASES

4. B.M. #1 = ELEV. = 62.3 (NAVD 1988) A NAIL IN ASPHALT, 20 METER POLE AROUND THE SIDE OF THIS SUBDIVISION
B.M. #2 = ELEV. = ____ (NAVD 1988)

5. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLINGS SHALL BE LOCATED ON EACH LOT THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS AND OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL(S). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. ONLY LOTS 1 AND 34 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THRU 33.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT FREE OF FENCES, BUILDINGS, TREES, SHRUBS, TREES, AND OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.

7. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT INDICATING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "KK DELTA SURVEYING" HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

9. HIDALGO COUNTY ESD #3 IS IN CHARGE OF THE 15' ERL EASEMENT & ITS MAINTENANCE.

10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 7,465.6 CUBIC FEET (0.00 ACRE-FEET OR 1,171 CUBIC FEET PER LOT) OF STORM WATER RUN-OFF. DRAINAGE RETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS MAY BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS)

12. ALL PUBLIC UTILITIES EASEMENTS DESIGNATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MUNICIPAL SUBDIVISION RULES. BY SIGNING THIS PLAT, THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SSP REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13. KINCEL & BENNETT – THE OWNER & SUBDIVIDER OF COMANCHES SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESIGNED ON SHEET NO. 2 OF THIS PLAT.

14. SEPTIC TANK NOTES:
ONSITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THIS SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SHOWN DRAINAGE OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE SWALE.

16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION, AT THE TIME OF THE SURVEY.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF COMANCHES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY PLAT OF WAY DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY PLAT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF COMANCHES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

17. A MINIMUM LOWEST FINISH FLOOR ELEVATION SHALL BE ESTABLISHED BY THE DEVELOPER AT THE TIME OF DEVELOPMENT ALONG THE WEST SIDE OF LOTS 33 AND 34.

18. ALL LOTS IN COMANCHES ARE HEREBY GRANTED A DRAINAGE SWALE EASEMENT WITH RESPECT TO BENEFIT WATER RUN-OFF FROM ALL LOTS IN COMANCHES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE DRAINAGE SWALE AREAS. LOT OWNERS OF COMANCHES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS COUNTY OF _____ AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS CONTIGUOUS COMANCHES BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IS ACCEPTABLE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTIVELY SERVICING ALL THE LOTS IN COMANCHES, THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORIZATION BY LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN COMANCHES, ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY, TO RELEASE THE DRAINAGE EASEMENT EXPRESSED THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

19. NO ACCESS SHALL BE ALLOWED FROM MILE 2 WEST ROAD ONTO LOTS 1 & 34 UNLESS, EACH LOTS ARE FOR A COMMERCIAL USE ONLY. IF THE APPROPRIATED USED LOTS ARE UTILIZED FOR COMMERCIAL USE, THEN THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ADJOINING ALL RESIDENTIAL LOTS.

20. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER

21. A 4-0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE

22. THE DEVELOPER WILL BE RESPONSIBLE FOR THE INSTALLATION OF STREET LIGHTS.

23. FIRE HYDRANTS WILL BE INSTALLED & PAINTED SILVER BY THE DEVELOPER.

24. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR NON-SFR, COMMERCIAL/INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND ADOPTED PLAN ARE REVIEWED AND APPROVED. IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

METES AND BOUNDS

THE SOUTH 20.00 ACRES OF LOT 8, BLOCK 118, CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 2, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 20.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 118 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE WEST, WITH THE SOUTH LINE OF SAID LOT 8, AT 40.00 FEET PASS A 1/2" IRON ROD SET AT THE WEST RIGHT OF WAY LINE OF MILE 2 WEST ROAD AS PER DOCUMENT NO. 1074869, OFFICIAL RECORDS, AT 1,320.00 FEET IN ALL TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF SAID LOT 8 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, AT 1,280.00 FEET PASS A 1/2" IRON ROD SET AT THE WEST RIGHT OF WAY LINE OF SAID MILE 2 WEST ROAD, AT 1,320.00 FEET IN ALL TO A COTTON PICKER SPINDLE SET AT THE EAST LINE OF SAID LOT 8, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, WITH SAID EAST LINE OF LOT 8, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND MORE OR LESS, SAVE AND EXCEPT A 0.6565 ACRE TRACT OF LAND PREVIOUSLY CONVEYED UNTO THE COUNTY OF HIDALGO BY DEED TRACT FILED FOR RECORD UNDER DOCUMENT NUMBER 1238655, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS FOR ROAD AND UTILITY PURPOSES.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by Hidalgo County Water Supply Corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of the water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, what easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors and assigns. The Grantor covenants that it is the owner of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

All mineral and oil and gas rights were retained or reserved through Federal Grant to Grantor. This easement is subject to the provisions of Title VII of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee uses the easement for a purpose.

IN WITNESS WHEREOF the said Grantor executed this instrument this ____ day of _____, 20____.

KINCEL A. BENNETT, PRESIDENT
P.O. BOX 460
LA BLANCA ROAD, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO
THIS SUBDIVISION PLAT OF COMANCHES SUBDIVISION HAS BEEN GIVEN FINAL APPROVAL BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION

DATED THIS _____ DAY OF _____, A. D., _____.

_____
CHAIRMAN

SHEET 1 OF 3

PLAT
OF
COMANCHES
SUBDIVISION

THE SOUTH 20 ACRES OF LOT 8, BLOCK 118, CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 2, MAP RECORDS OF HIDALGO COUNTY, TEXAS

PREPARED BY: K. K. ENGINEERING CONSULTANT
DATE: MARCH, 2012

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE) KINCEL & BENNETT, LTD.
AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED COMANCHES SUBDIVISION HEREIN SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

_____
OWNER: KINCEL & BENNETT, PRESIDENT
KINCEL & BENNETT-FLORES INVESTMENTS, LLC, A TX. L.L.C., & ITS GENERAL PARTNER
P.O. BOX 460
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, KINCEL & BENNETT KNOWN TO ME, TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MCALLEN, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY, HOWEVER NO APPROVAL IS REQUIRED

ATTEST: _____ _____
SECRETARY MAYOR, CITY OF MCALLEN, TEXAS

THIS PLAT APPROVED BY HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT NO. 9 THIS _____ DAY OF _____, 20____. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED IN HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER

_____
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0025
WE THE UNDERSIGNED CERTIFY THAT THE PLAT OF THE COMANCHES SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §49.211(C) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____
_____

STATE OF TEXAS
COUNTY OF HIDALGO
I, RAMIRO S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

4-15-12

RAMIRO S. KHADEMI
REG. PROFESSIONAL ENGINEER No. 97767

RAMIRO S. KHADEMI
97767

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE COMANCHES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ _____
JOSE MARIO GONZALEZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
24923 FM88
MONTE ALTO, TX 78538

JOSE MARIO GONZALEZ
5571
REGISTERED PROFESSIONAL LAND SURVEYOR

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 25, 2012

RE: **Sunset Valley Phase 2 Subdivision – Pct. 1**
Preliminary Approval

Sunset Valley Phase 2 Subdivision is a forty six (46) lot subdivision located on the North side of Stites Road approximate 800 feet West of Midway Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 22, 2012. The proposed subdivision lies within a Zone "X" (shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales and by storm drainage pipe system discharging into the Donna Irrigation Drain ditch adjacent to the East property line.

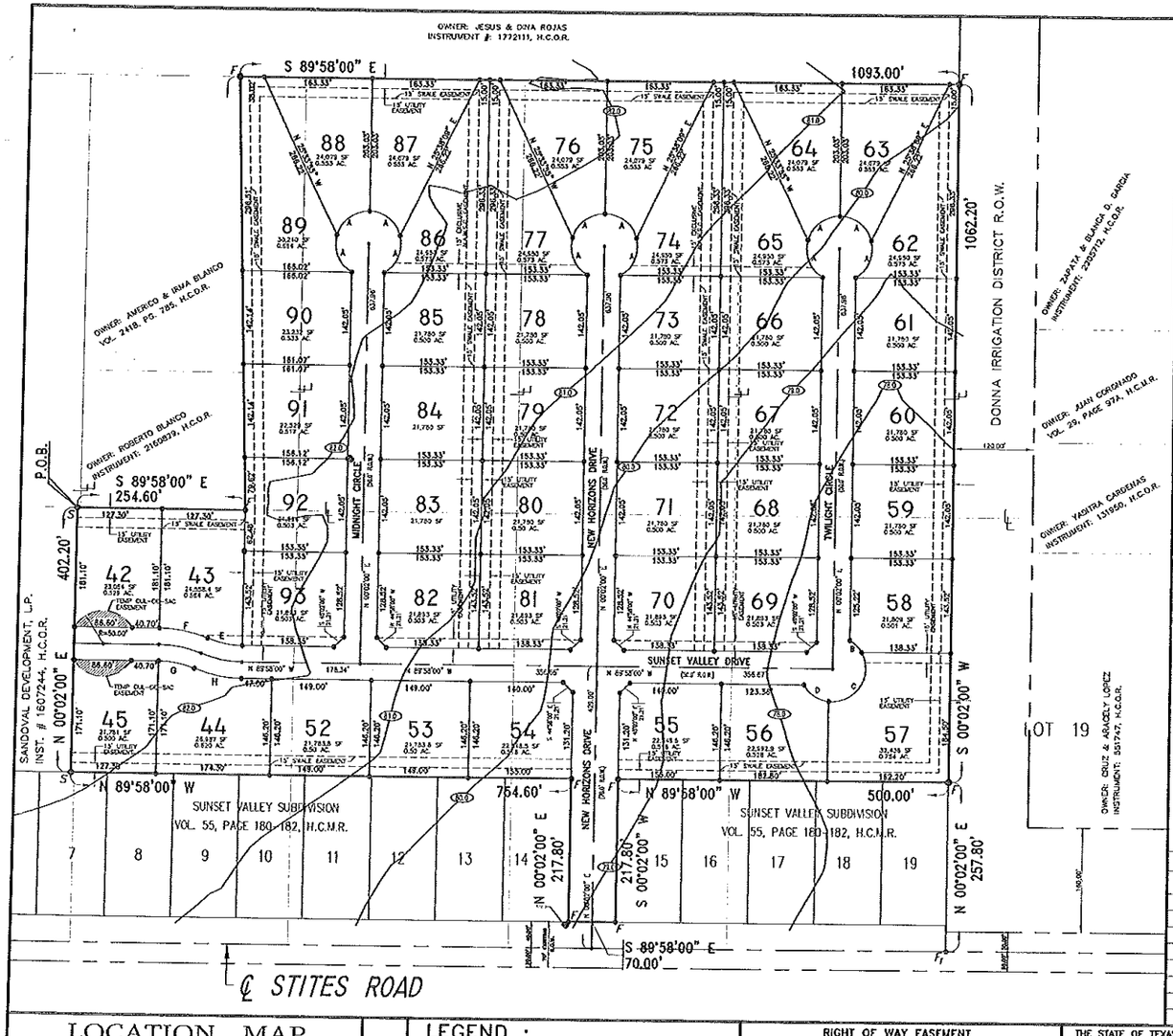
The proposed subdivision plat was reviewed and approved by Roy Gonzales, ROW Agent on April 13, 2012. No additional Road Right of Way will be dedicated by this plat. Stites Road is in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Raul E. Garcia, and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Stites Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was submitted to, reviewed by Oscar Salinas; HCOEC Inspector on April 11, 2012. The applicant has submitted the required Large Construction Site Notice or NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 24, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Donna.



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

METES AND BOUNDS DESCRIPTION FOR A 28.92 ACRE TRACT

A 28.92 ACRE TRACT OF LAND BEING ALL OF LOTS 3, 4 AND 5, BLOCK 4, AND A PORTION OF LOTS 6, 14, 15, 16, 17 AND 18, BLOCK 4, RE-SUBDIVISION OF BLOCKS 1-5, LA DONNA PLAT SUBDIVISION, AS RECORDED IN VOLUME 7, PAGES 124 THROUGH125, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT # 1653433,OFFICIAL RECORDS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING AT A SET ONE-HALF INCH IRON ROD THE NORTH LINE OF SAID LOT 14, BLOCK 4, FOR THE MOST SOUTHERLY NORTHWEST CORNER OF HEREIN DESCRIBED TRACT, SAID POINT BEARS N 89° 58' 00" W 4.60 FEET FROM THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 4, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 15, BLOCK 4,

THENCE S 89° 58' 00" E ALONG SAID NORTH LINE OF LOT 14, BLOCK 4, PASS AT 4.60 FEET A POINT BEING SAID NORTHEAST CORNER OF LOT 14, BLOCK 4, ALSO BEING THE NORTHWEST CORNER OF LOT 15, BLOCK 4, AND CONTINUING ALONG THE NORTH LINE OF SAID LOT 15, BLOCK 4, FOR A TOTAL LENGTH OF 254.60 FEET TO A FOUND ONE-HALF INCH PIPE FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT,

THENCE N 01° 58' 00" W 660.40 FEET TO A FOUND ONE-HALF INCH IRON ROD ON THE NORTH LINE OF SAID LOT 6, BLOCK 4, FOR THE MOST NORTHERLY NORTHWEST CORNER OF HEREIN DESCRIBED TRACT,

THENCE S 89° 58' 00" E 1,093.00 FEET ALONG SAID NORTH LINE OF SAID LOTS 6, 5, 4 AND 3, BLOCK 4, TO A FOUND ONE-HALF INCH IRON ROD BEING THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 4, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT,

THENCE S 00° 02' 00" W 1,062.20 FEET ALONG THE EAST LINE OF SAID LOTS 3 AND 18, BLOCK 4, TO A FOUND ONE-HALF INCH IRON ROD BEING THE NORTHEAST CORNER OF SUNSET VALLEY SUBDIVISION, AS RECORDED IN VOLUME 55, PAGE 180, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT,

THENCE N 89° 58' 00" W 500.00 FEET ALONG THE NORTH LINE OF SAID SUNSET VALLEY SUBDIVISION TO A FOUND ONE-HALF INCH IRON ROD BEING THE NORTHWEST CORNER OF LOT 15, OF SAID SUNSET VALLEY SUBDIVISION FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT,

THENCE S 00° 02' 00" W 217.80 FEET ALONG THE WEST LINE OF SAID LOT 15, SUNSET VALLEY SUBDIVISION, TO A FOUND ONE-HALF INCH IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF SAID STITES ROAD BEING THE SOUTHEAST CORNER OF SAID LOT 15, SUNSET VALLEY SUBDIVISION, FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT,

THENCE N 89° 58' 00" W 70.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF STITES ROAD TO A FOUND ONE-HALF INCH IRON ROD BEING THE SOUTHEAST CORNER OF LOT 14, OF SAID SUNSET VALLEY SUBDIVISION, FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT,

THENCE N 00° 02' 00" E 217.80 FEET ALONG THE EAST LINE OF SAID LOT 14, SUNSET VALLEY SUBDIVISION TO A FOUND ONE-HALF INCH IRON ROD BEING THE NORTHEAST CORNER OF SAID LOT 14, SUNSET VALLEY SUBDIVISION, FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT,

THENCE N 89° 58' 00" W 754.60 FEET ALONG THE NORTH LINE OF SAID SUNSET VALLEY SUBDIVISION TO A SET ONE-HALF INCH IRON ROD ON THE WEST LINE SAID LOT 15, BLOCK 4, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT,

THENCE N 00° 02' 00" E 402.20 FEET ALONG SAID WEST LINE OF SAID LOT 15, BLOCK 4, TO THE POINT OF BEGINNING AND CONTAINING 28.92 ACRES OF LAND MORE OR LESS

CURVE DATA

	RADIUS	DELTA	LENGTH	TANGENT	CHORD
A	50.00'	75° 00' 00"	65.45'	38.37'	60.88'
B	50.00'	30° 00' 00"	26.18'	13.40'	25.88'
C	50.00'	125° 44' 38"	109.73	97.59'	89.00'
D	50.00'	54° 15' 42"	47.35'	25.62'	45.60'
E	143.92'	22° 08' 06"	55.60'	29.27'	55.26'
F	193.92'	22° 08' 06"	74.80'	39.44'	74.45'
G	143.92'	22° 08' 06"	55.60'	29.27'	55.26'
H	193.92'	22° 08' 06"	74.80'	39.44'	74.45'

SUBDIVISION PLAT OF SUNSET VALLEY PHASE 2

A 28.92 ACRE TRACT OF LAND BEING ALL OF LOTS 3, 4 AND 5, BLOCK 4, AND A PORTION OF LOTS 6, 14, 15, 16, 17 AND 18, BLOCK 4, RE-SUBDIVISION OF BLOCKS 1-5, LA DONNA PLAT SUBDIVISION, AS RECORDED IN VOLUME 7, PAGES 124 THROUGH125, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT # 1402483, OFFICIAL RECORDS

DATE: FEBRUARY 7, 2012

SCALE IN FEET
0 100' 200' 300'

SCALE: 1"---- 100'

ENGINEER:
R.E. Garcia
& Associates
FIRM # F-5001

PREPARED BY: R.E. GARCIA & ASSOCIATES

116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280
FIRM: F-5001

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION ZONE "X"
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0450 D
EFFECTIVE DATE: JUNE 6, 2000, REVISED MAY 25, 2002
COMMUNITY-PANEL NO. 480334 0475 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR DESCRIBES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. THIS MUST BE STAKED ON ALL SIDES AND CORNERS FOR REVIEW.

3. ALL CORNERS SET HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 4204 ON AS NOTED

4. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FT. OF SUBDIVISION

5. SETBACKS ARE AS FOLLOWS:

FRONT	25.00'
FRONT GARAGE/CAR PORT	18.00'
SIDE	6.00' OR EASEMENT, WHICHEVER IS GREATER.
CORNER SIDE	10.00' OR EASEMENT, WHICHEVER IS GREATER.
REAR	15.00' OR EASEMENT, WHICHEVER IS GREATER.

6. ALL PUBLIC EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER HIDALGO COUNTY WATER, SUBDIVISION RULES OR AS REQUIRED BY THE UTILITY PROVIDER. ALL EASEMENTS ARE DEDICATED BY THIS PLAT UNLESS SHOWN OTHERWISE.

7. BENCHMARK:
BM-1: A BRASS DISK SET IN A CONCRETE SLAB LOCATED 333.8 FEET SOUTH AND 4.00 FEET WEST OF THE SOUTH EAST CORNER OF LOT 54.
ELEV.= 78.83 DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929
BM-2: A BRASS DISK SET IN A CONCRETE SLAB LOCATED 4.00 FEET EAST OF THE SOUTHEAST CORNER OF LOT 51.
ELEV.= 80.16 DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929

8. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 84.256 PUBLIC-FEET (1.93 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.3 FOR STORM SEWER CALCULATIONS)

9. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY UTILITY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

10. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11. JOSE SANDOVAL, PARTNER, THE OWNER AND SUBDIVIDER OF SUNSET VALLEY PHASE 2 SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED DISP ON A LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12. CROSS HATCHED AREA IS A TEMPORARY EASEMENT FOR TURN AROUND UNTIL SUNSET DRIVE IS EXTENDED (WEST) IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE WEST.

13. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR COMPLIANCE AS FOR ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE OR MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS ARE BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOILS HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15. MINIMUM FINISHED FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 1.5' ABOVE THE CENTER LINE OF THE ADJACENT STREET OR 1.5' ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE IF THEY ARE TO BE USED FOR APPLICATION FOR CONSTRUCTION TO WAIVE FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED AS FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

16. ALL LOTS IN SUNSET VALLEY PHASE 2 ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SUNSET VALLEY PHASE 2 AND ALL AREAS DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE AREA". LOT OWNERS OF SUNSET VALLEY PHASE 2, THEIR ASSIGNS AND ANY SUBSEQUENT OWNERS OF THE REAL PROPERTY DESCRIBED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (THE "COUNTY") AND THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (THE "DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OF ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR DRAINAGE DISTRICT ARE ENTITLED TO RECOVER ALL EXPENDITURES COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR THE DRAINAGE OF THE LOTS CONTAINED SUNSET VALLEY PHASE 2 BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY DRAINING ALL LOTS IN SUNSET VALLEY PHASE 2, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AS EACH LOT OWNER, BY ACCEPTANCE OF A DEED TO LOTS IN SUNSET VALLEY PHASE 2 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT ARE THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT DEPICTING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SUNSET VALLEY PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR *DATE*

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SUNSET VALLEY PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____.

ENVIRONMENTAL HEALTH DIVISION MANAGER *DATE*

LOCATION MAP

SCALE: 1" = 2,000'



LEGEND :

F_1 – FOUND COTTON PICKER SPINDLE
S_1 – SET COTTON PICKER SPINDLE
F – FOUND 1/2"ø IRON ROD
S – SET 1/2"ø IRON ROD

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SUNSET VALLEY PHASE 2 SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY IN H.C.P. #1 ON THE NORTH SIDE OF STITES ROAD, APPROXIMATELY 1650 FEET EAST OF THE INTERSECTION OF STITES ROAD & VICTORIA NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (17,548), SUNSET VALLEY PHASE 2 SUBDIVISION LIES APPROXIMATELY 1/4 MILE FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.H.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BOOK FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; CONSTRUCTION DETAILS

PRINCIPAL CONTACTS:

NAME:	ADDRESS:	CITY & ZIP	PHONE # / FAX #:
OWNER: SANDOVAL DEVELOPMENT, LP.	605 N. MAIN, SUITE C	DONNA, 78537	464-4406 / 464-0136
ENGINEER: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 3 SHEETS

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, grantor further grants to Grantee an additional easement over and across the lands shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

In witness whereof the said grantor executed this instrument this _____ day of _____ 20 .

JOSE SANDOVAL, PARTNER

THE STATE OF TEXAS COUNTY OF HIDALGO OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, SANDOVAL DEVELOPMENT, LP. AS OWNER OF THE 28.92 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SUNSET VALLEY PHASE 2 HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUANTITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

SANDOVAL DEVELOPMENT, LP. DATE
JOSE SANDOVAL, PARTNER
605 N. MAIN, SUITE C
DONNA, TEXAS 78537

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared JOSE SANDOVAL, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

NOTARY PUBLIC

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK __ M. ON _____, AND WAS RECORDED IN VOLUME _____, PAGE(S) _____ OF THE MAP RECORDS OF HIDALGO COUNTY AT _____ O' CLOCK _____ M ON _____.

_____, HIDALGO COUNTY CLERK

CITY OF DONNA CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §212.009(a) & §212.0115(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SUNSET VALLEY PHASE 2 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF DONNA ON_____.

MAYOR, CITY OF DONNA DATE

ATTEST: SECRETARY, CITY OF DONNA DATE

APPROVAL BY THE PLANNING COMMISSION OF DONNA

THIS PLAT OF SUNSET VALLEY PHASE 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA AND IS HEREBY APPROVED BY SUCH.

ATTEST: SECRETARY CHAIRMAN, PLANNING COMMISSION

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT, ON THIS _____ DAY OF _____ A.D., 20__.

SECRETARY CHAIRMAN

DONNA IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE, 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY:_____
DISTRICT MANAGER

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SUNSET VALLEY PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISIONERS COURT ON_____.

HIDALGO COUNTY JUDGE DATE

ATTEST: HIDALGO COUNTY CLERK DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 84750
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

AI-32170 **Precinct #1 18. A.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Joann Gonzalez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Presentation, consideration, and approval to name the County of Hidalgo's land property located at the El Jay Subdivision to Teresa Barrera Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

Petition for Teresa Barrera Park

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 09:40 AM
Ivan Cantu	Ivan Cantu	05/03/2012 11:44 AM
Auditor's Office	Arcilia Duran	05/04/2012 02:19 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Joann Gonzalez Started On: 05/02/2012 08:43 AM

Final Approval Date: 05/04/2012



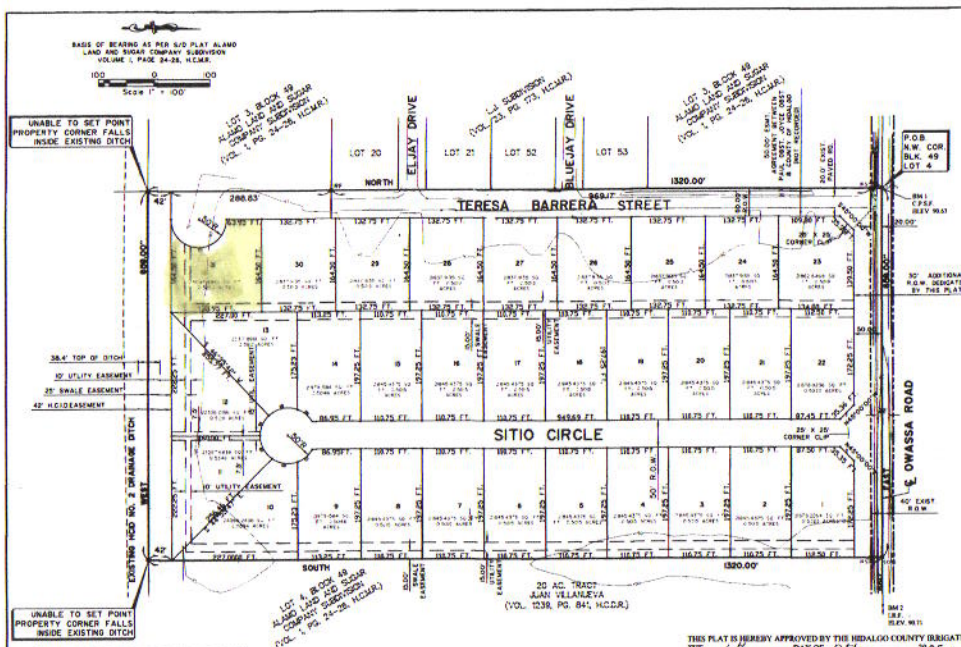
Petition Attached to Rename Park to Teresa Barrera Park

Vota por el nombre del Parque Sra. Teresa Barrera

27 María Ventura Maldonado
28 Claudia de León
29 Norberto de León (hijo)
30 María de León (Sra)
31 Norberto de León (Sr.)
32 Juan Carlos V
33 María Hernández
34 Hugo Hernández
35 Mela Rodríguez
36 Francisco Rodríguez
37 María Ruiz
38 Lupita Valdez
39 Roberto Valdez
40 GABRIELA TREVIÑO.
41 Mª Celia Hernández
42 Pedro Hernández
43 Karina Hernández
44 Pedro Hernández
45. Esperanza Hernández
46 Sara Cazares
47 Abril Garza
48 Rosa Pérez
49 Alfredo Martínez
50 Elia Saucedo.
51 Héctor Ramos
52 Laurencia Pérez

1 José J. Saavedra
2 Dimas de León
3 [illegible]
4 [illegible]
5 Alicia [illegible]
6 [illegible]
7 [illegible]
8 [illegible]
9 Alberto Uribe Gallardo
10 Maria Rodriguez
11 Maria Rodriguez. (abuelita)
12 Lilia Urena
13 Guillermo Alcala Glz.
14 Carlitos Ureta
15 Maria Perez
16 Yadira Perez
17 Juan Perez.
18 Julio Perez
19 Gloria Garza
20. Jose Garza
21 Vividiano Garza
22 Sandra Garza
23 Maria G. Huerta
24 Maria A. Guzmán
25 Irma Robles
26 Anita Robles

53 Elizabeth Saavedra
54 Serafin peña
55 Angelica Saavedra
56 Juan P Saavedra
57 Yolanda Gonzales
58 Arturo Gonzalez
59 Juana Saavedra
60 Francisco Saavedra
61 Rodolfo Reyes
62 Mª Elena Reyes
63 Gerardo Reyes
64
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CONTROL POINT SET (C.P.S.)
PUBLIC UTILITY & DRAINAGE EASEMENT
EXISTING 1 FT. CONTOURS

CURVE DATA FOR LOTS 9-14 & LOT 31

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT
C1	43°57'07"	50.00	35.01	34.30	18.26
C2	54°32'03"	50.00	47.59	45.80	25.77
C3	55°05'34"	50.00	48.26	46.44	26.02
C4	46°46'19"	50.00	40.82	39.69	21.62
C5	62°36'19"	50.00	55.07	52.30	30.70
C6	48°37'47"	50.00	35.01	34.36	18.76
C7	180°00'00"	50.00	157.08	100.00	0.00

GENERAL PLAT NOTES AND RESTRICTIONS

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "C" AREAS DETERMINED TO HAVE MINIMAL FLOODING COMMUNITY NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

COMMUNITY NO. 480334 0425 C EFFECTIVE DATE: MAY 17, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES THE AREA TO HAVE MINIMAL FLOODING.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET SITIO CIRCLE
25.00 FEET COUNTY ROAD.
REAR: MINIMUM OF 15.00 FEET OR EASEMENT WHICH EVER IS GREATER
SIDE: MINIMUM OF 6.00 FEET FROM SIDE PROPERTY LINES.
CORNER SIDE: MINIMUM O F 15.00 FEET FROM SIDE PROPERTY LINES.

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF SITIO CIRCLE FOR LOTS 1 THROUGH 22, AND 18" ABOVE CENTERLINE OF THE COUNTY ROAD FOR LOTS 23 THROUGH 31, OR 12" ABOVE NATURAL GROUND WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. NO. 1 - C.P.S.F. ELEV. = 90.63 - NAVD88 DATUM
B.M. NO. 2 - I.R.F. ELEV. = 90.75 (60' EAST OF NORTHEAST PROPERTY CORNER ON CENTERLINE OF OWASSA ROAD) - NAVD88 DATUM

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2.8010 CUBIC-FEET (0.643 ACRE-FEET) OF STORM WATER RUNOFF.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER WILL VERIFY THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. PAUL OBST, THE OWNER & SUBDIVIDER OF SITIO OWASSA, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

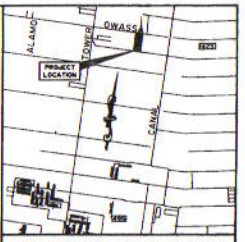
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

FINAL APPROVAL Hidalgo County Health Dept. 11/26/05

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.

14. AN OFF-STREET PARKING LOT SITE/PLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.



LOCATION MAP SCALE: 1"=4000'

PREPARED BY: PCE
800 Dallas Ave. McAllen, Texas 78501
(956) 631-4482 fax (956) 682-1562

DATE PREPARED: 3-26-04
DATE SURVEYED: 12-19-03

SUBDIVISION PLAT

SITIO OWASSA SUBDIVISION

BEING A 19.97 ACRE TRACT OF LAND BEING OF LOT 4 OUT OF BLOCK 49, ALAMO LAND AND SUGAR COMPANY SUBDIVISION HIDALGO COUNTY, TEXAS VOLUME 1, PAGES 24-26 H.C.M.R.

PLAT SHEET 1 OF 3

SITIO OWASSA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 2 IN CENTRAL HIDALGO COUNTY AT 0.25 MILES EAST OF TOWER ROAD ON THE SOUTH SIDE OF OWASSA ROAD. NEARBY MUNICIPALITY IS THE CITY OF ALAMO (POPULATION 14,760). SITIO OWASSA SUBDIVISION LIES APPROXIMATELY 1.75 MILES NORTH FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION (ETJ). AS PER LOCAL GOVERNMENT CODE 42.021

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, PAUL OBST, AS OWNER(S) OF THE 19.97 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SITIO OWASSA SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

PAUL OBST — DATE 9-26-05

ADDRESS:
1520 N. 907 ALAMO, TEXAS 78516

STATE OF TEXAS COUNTY OF HIDALGO BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Paul Obst KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th DAY OF September 2005

Monique Fuentes — NOTARY PUBLIC, State of Texas, My Commission Expires July 09, 2006

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SITIO OWASSA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

HIDALGO COUNTY JUDGE — DATE 11/6/05

ATTEST Eddy Trevino — HIDALGO COUNTY CLERK — DATE 11/6/05

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ON _____ AND WAS RECORDED IN BLOCK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____ ON _____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE 6th DAY OF October 2005

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAYS

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2
PRESIDENT
DATE: 10/26/05

ATTEST: Bob Fontenot
SECRETARY
DATE: 10/26/05

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(b). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY: _____ 10/26/05
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

STATE OF TEXAS
COUNTY OF HIDALGO

I, J. DAVID PEREZ, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

J. DAVID PEREZ, P.E.
LICENSED PROFESSIONAL ENGINEER No. 89429
PEREZ CONSULTING ENGINEERS
808 DALLAS AVE. MCALLEN, TEXAS 78501

DATE: 9-21-05

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF SITIO OWASSA SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 11, 2002.

CARLOS VASQUEZ, R.P.L.S.
LICENSED PROFESSIONAL LAND SURVEYOR
CVQ LAND SURVEYORS
517 BEAUMONT AVE., MCALLEN, TX 78501

DATE: 9/6/05

FILED FOR RECORD IN:
HIDALGO COUNTY
BY: Eddy Trevino
COUNTY CLERK
ON: 11/15 AT 3:53 AM/PM
AS A RECORDING NUMBER 1537865
BY: Denisse Lopez DEPUTY

Recorded in Volume 49 Page 46 of the map records of Hidalgo County, Texas
Eddy Trevino
County Clerk

PRINCIPAL CONTACTS:

OWNER:
PAUL OBST
1520 N. 907
ALAMO, TEXAS 78516
PH: 956-789-6262

ENGINEER:
J. DAVID PEREZ, P.E.
808 DALLAS AVE.
MCALLEN, TEXAS 78501
PH: 956-631-4482

SURVEYOR:
CARLOS VASQUEZ, R.P.L.S.
517 BEAUMONT AVE.
MCALLEN, TEXAS 78501
PH: 956-618-1551

NO.	SHEET	REVISION	DATE	APPROVED

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 19.97 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 4, BLOCK 49, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGES 24-26, H.C.M.R., AND SAID 19.97 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF SAID LOT 4 AND THE CENTERLINE OF OWASSA ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, EAST, ALONG THE NORTH LINE OF SAID LOT 4 AND THE CENTERLINE OF SAID OWASSA ROAD, A DISTANCE OF 659.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF A 20.00 ACRE TRACT DEEDED TO JUAN VILLANUEVA RECORDED IN VOLUME 1239, PAGE 841, H.C.D.R., FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH, ALONG THE WEST LINE OF SAID 20.0 ACRE TRACT AT A DISTANCE OF 20.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, ON THE SOUTH RIGHT-OF-WAY LINE OF SAID OWASSA ROAD, AT A DISTANCE OF 1278.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE NORTH RIGHT-OF-WAY LINE OF A 84 FOOT DRAINAGE EASEMENT CLAIM BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, RECORDED IN VOLUME 19, PAGE 201, H.C.D.R., AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE SOUTH LINE OF SAID LOT 4, FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 659.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH, ALONG THE WEST LINE OF SAID LOT 4, AT A DISTANCE OF 42 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID DRAINAGE EASEMENT, AT A DISTANCE OF 330.83 FEET PASS THE SOUTHEAST CORNER OF SAID L. J. SUBDIVISION RECORDED IN VOLUME 23, PAGE 173, H.C.M.R., AND THE SOUTHWEST CORNER OF A 50.00 FOOT EASEMENT AGREEMENT BETWEEN PAUL OBST, JOYCE OBST AND COUNTY OF HIDALGO (NOT RECORDED), AT A DISTANCE OF 1300.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID OWASSA ROAD, CONTINUING A TOTAL A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 19.97 ACRES OF LAND OF WHICH 0.30 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF SAID OWASSA ROAD, AND 0.75 OF ONE ACRE LIES IN SAID DRAINAGE EASEMENT, LEAVING A NET OF 18.92 ACRES OF LAND, MORE OR LESS.

BEARING BASIS AS PER ALAMO LAND AND SUGAR COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 24-26, H.C.D.R.

INDEX TO SHEET OF SITIO OWASSA SUBDIVISION

SHEET 1: HEADING, INDEX, LOCATION MAP AND F.E.M. PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 2: COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE NEAREST MUNICIPALITY AND ITS EXTRATERRITORIAL JURISDICTION, IF ANY; PRECINCT IN WHICH SUBDIVISION IS LOCATED; LOCAL GOVERNMENT CODE NO. 1 CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 3: WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS) INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); SAMPLE OF LOG BOOK FOR OSSF SYSTEM; PLAT NOTES AND RESTRICTIONS IN SPANISH; TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 4: ENGINEER'S REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; NOTES; AND DETAILS.

Acad Rel. 16.2i (LMS Tech) Win32 mm
Sep 22, 2005 11:08AM - J:\OBST\DWG\SITIO OWASSA\SITIO OWASSA.DWG

GIS Homepage & Disclaimer



Hidalgo CAD

Property Search Results > 700243 COUNTY OF HIDALGO for Year 2012

Property

Account

Property ID:	700243	Legal Description:	SITIO OWASSA LOT 31
Geographic ID:	S3596-00-000-0031-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	TERESA BARRERA ST TX	Mapsco:	
Neighborhood:	SITIO OWASSA	Map ID:	26H VOL 49 PG 46-48
Neighborhood CD:	S359600		

Owner

Name:	COUNTY OF HIDALGO	Owner ID:	626748
Mailing Address:	902 N DOOLITTLE RD EDINBURG, TX 78542-7470	% Ownership:	100.0000000000%
		Exemptions:	EX

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$6,638	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$18,434	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$25,072	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$25,072	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$25,072	

Taxing Jurisdiction

Owner: COUNTY OF HIDALGO
% Ownership: 100.0000000000%
Total Value: $25,072

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$25,072	$0	$0.00
DR1	DRAINAGE DISTRICT #1	0.073300	$25,072	$0	$0.00
FD4	EMS DIST #04	0.024500	$25,072	$0	$0.00
GHD	HIDALGO COUNTY	0.590000	$25,072	$0	$0.00
HCTIR	COUNTY - TRANSPORTATION REINVESTMENT ZONE	0.000000	$25,072	$0	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150700	$25,072	$0	$0.00
R14	ROAD DIST 14	0.000000	$25,072	$0	$0.00
SDN	DONNA ISD	1.258200	$25,072	$0	$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	$25,072	$0	$0.00
	Total Tax Rate:	2.145900			
				Taxes w/Current Exemptions:	$0.00
				Taxes w/o Exemptions:	$538.02

Improvement / Building

Improvement #1:	COMMERCIAL	**State Code:**	F1	**Living Area:**	sqft	**Value:**	$6,638

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CAN	CANOPY	*		2010	312.0
CAN	CANOPY	*		2010	144.0
FNC	FENCE	*		2010	443.0
CON	CONCRETE	*		2010	720.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.5290	23043.00	0.00	0.00	$18,434	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012	$6,638	$18,434	0	25,072	$0	$25,072
2011	$50,000	$18,434	0	68,434	$0	$68,434
2010	$0	$23,043	0	23,043	$0	$23,043
2009	$0	$23,043	0	23,043	$0	$23,043
2008	$0	$23,043	0	23,043	$0	$23,043
2007	$0	$18,895	0	18,895	$0	$18,895
2006	$0	$18,895	0	18,895	$0	$18,895

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/6/2006 12:00:00 AM	GWD	GEN. W/D	OH INVESTMENT F	COUNTY OF HIDAL			1586529

Tax Due

Property Tax Information as of 04/25/2012

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 4/25/2012 5:34 AM

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AI-32220 **Precinct #2 19. A.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to appoint/re-appoint member to the Hidalgo County Housing Authority Board for a two year term.

BACKGROUND

Local Government Code Sec. 392.032. APPOINTMENT OF COMMISSIONERS OF A COUNTY HOUSING AUTHORITY.
Appt. from May 5, 2012 to May 5, 2014

Current term expired May 4th

Attachments

code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 10:24 AM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012 10:02 AM

Final Approval Date: 05/04/2012

(b) In appointing commissioners under Section 392.031, a municipality with a municipal housing authority composed of five commissioners shall appoint at least one commissioner to the authority who is a tenant of a public housing project over which the authority has jurisdiction. In appointing commissioners under Section 392.031, a municipality with a municipal housing authority composed of seven or more commissioners shall appoint at least two commissioners to the authority who are tenants of a public housing project over which the authority has jurisdiction.

(c) In appointing commissioners under Section 392.032, a county shall appoint at least one commissioner to a county housing authority who is a tenant of a public housing project over which the county housing authority has jurisdiction.

(d) In appointing commissioners under Section 392.033, a county or counties comprising a regional housing authority shall appoint at least one commissioner to a regional housing authority who is a tenant of a public housing project over which the regional housing authority has jurisdiction. If more than one county comprises a regional housing authority, the counties shall agree to a method for appointing the tenant member to the regional housing authority.

(e) A commissioner appointed under this section may not be an officer or employee of the municipality or county that appoints the commissioner.

(f) A commissioner appointed under this section may not serve more than two consecutive two-year terms.

(g) A commissioner appointed under this section may not participate:

(1) in any vote or discussion concerning the termination of the commissioner's occupancy rights in public housing or the rights of any person related in the first degree by consanguinity to the commissioner; or

(2) in a grievance or administrative hearing in which the commissioner or a person related in the first degree by consanguinity to the commissioner is a party.

(h) If a commissioner appointed under this section ceases to reside in a housing unit operated by the public housing authority during the commissioner's decide to allow the commissioner to serve the remaining portion of the commissioner's term.

(i) If a commissioner appointed under this section fails to attend three consecutive regularly called meetings of the housing authority commissioners during the commissioner's term, a majority of the commissioners shall decide whether to declare the position vacant and request that a new commissioner be appointed. A majority of the commissioners may decide to allow the commissioner to serve the remaining portion of the commissioner's term.

Added by Acts 1993, 73rd Leg., ch. 1009, § 4, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 834, § 1, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 175, § 1, eff. May 21, 1999; Acts 1999, 76th Leg., ch. 436, § 2, eff. Sept. 1, 1999.

§ 392.034. Terms of Office of Commissioners

(a) Two of the original commissioners of a county housing authority shall be designated to serve one-year terms from the date of their appointment, and three shall be designated to serve two-year terms. Subsequent commissioners are appointed for two-year terms.

(b)(1) The original commissioners of a municipal housing authority shall serve terms as follows:

(A) for an authority with five commissioners, two shall be designated to serve one-year terms and three shall be designated to serve two-year terms;

(B) for an authority with seven commissioners, three shall be designated to serve one-year terms and four shall be designated to serve two-year terms;

(C) for an authority with nine commissioners, four shall be designated to serve one-year terms and five shall be designated to serve two-year terms; and

(D) for an authority with 11 commissioners, five shall be designated to serve one-year terms and six shall be designated to serve two-year terms.

(2) Subsequent municipal housing commissioners are appointed for two-year terms.

(c) Commissioners of a regional housing authority are appointed for two-year terms.

§ 392.035. Compensation

A commissioner of a housing authority r
receive compensation for service as a commi
A commissioner is entitled to receive reimbu
for the necessary expense, including travel
penses, incurred in the discharge of duties as
missioner.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 392.036. Vote Required for Action

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§ 392.037. Chairman and Vice-Chairman o
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Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 392.038. Other Officers and Employees
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A municipal or county housing authority
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Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 392.039. Officers and Employees of a
Housing Authority

AI-32179 **Precinct #3 20. A.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to re-appoint Billy Leo to the Hidalgo County Housing Authority Board for a two year term.

BACKGROUND

Local Government Code Sec. 392.032. APPOINTMENT OF COMMISSIONERS OF A COUNTY HOUSING AUTHORITY.
Term expires May 4, 2012.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

lgc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 12:59 PM
Perla Lopez	Perla Lopez	05/02/2012 03:38 PM
Auditor's Office	Arcilia Duran	05/03/2012 09:08 AM
Dina Trevino	Merlen P. Munoz	05/03/2012 09:42 AM
Perla Lopez	Perla Lopez	05/04/2012 11:42 AM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/02/2012 11:25 AM

Final Approval Date: 05/04/2012

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(2) in a grievance or administrative hearing in which the commissioner or a person related in the first degree by consanguinity to the commissioner is a party.

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§ 392.039. Officers and Employees of a
Housing Authority

AI-32102 **Precinct #4 21. A.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of In-House Standard Operation Rules Manual for Precinct #4

BACKGROUND

Pending approval packet from Josie Solis (District Attorney's Office)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Pct 4 Accounts

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

BUDGETARY IMPACT:

Possible future fiscal impact.

Attachments

manual

legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/04/2012 01:29 PM
Angela Garcia (Originator)	Angela Garcia	05/04/2012 02:18 PM
Budget & Management	Merlen P. Munoz	05/04/2012 02:45 PM
Dale Kennan	Dale Kennan	05/04/2012 03:09 PM
Auditor's Office	Arcilia Duran	05/04/2012 03:29 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Angela Garcia Started On: 05/04/2012

Final Approval Date: 05/04/2012

From: Chris Trevino
To: monica.badillo@co.hidalgo.tx.us
Subject: Fwd: PCT 4 SOR Manual
Date: Monday, May 07, 2012 10:06:25 AM

Sent from my iPhone

Begin forwarded message:

> **From:** "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
> **Date:** May 7, 2012 10:03:26 AM CDT
> **To:** 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>
> **Cc:** Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>, 'gloria.beltran' <gloria.beltran@co.hidalgo.tx.us>, Chris Trevino <chris.trevino@co.hidalgo.tx.us>, "steven.cruz@co.hidalgo.tx.us" <steven.cruz@co.hidalgo.tx.us>
> **Subject: RE: PCT 4 SOR Manual**
> **Reply-To:** "josephine.ramirez@da.co.hidalgo.tx.us" <josephine.ramirez@da.co.hidalgo.tx.us>
>
> I have reviewed and approve as to the form of the attached SOR Manual.
>
> Josephine Ramirez Solis
>
> *Assistant Criminal District Attorney*
>
> County Affairs Section
>
> **Office of Criminal District Attorney**
>
> Hidalgo County, Texas
>
> 100 N Closner Rm 303
>
> Edinburg, TX 78539
>
> (956) 318-2313 ext. 3823
>
> (956) 318-2079 FAX
>
> josephine.ramirez@da.co.hidalgo.tx.us

****

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****

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Thursday, May 03, 2012 9:52 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: joseph.palacios@co.hidalgo.tx.us; Marcos Lopez; 'gloria.beltran'; 'J. Chris Treviño'; steven.cruz@co.hidalgo.tx.us
Subject: PCT 4 SOR Manual
Importance: High

Good Morning Josie,

The following is the SOR Manual with the exhibits and recommended changes as requested. Should you have any further questions please do not hesitate to contact me. Thank you, have a great day!

Sincerely,

Maria (Lulu) Lucio

Budget Analyst II

Hidalgo County Precinct #4

P: 956-383-3112 Ext. 4026

F: 956-292-7063

maria.lucio@co.hidalgo.tx.us

Hidalgo County Pct. 4

Standard Operation Rules Manual





Hidalgo County Precinct 4
Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg, Tx 78542
(956) 383-3112 office
(956) 381-5905 fax

I. Attendance and Punctuality

§ 1.1 A good attendance record is essential for effective performance and productivity. Unnecessary absenteeism and tardiness are expensive, disruptive and place an unfair burden on other employees and the supervisor. Employees are expected to report to work on time.

§ 1.2 Excessive absenteeism or tardiness will not be accepted and may be subject to disciplinary action up to and including termination.

§ 1.3 Employees experiencing difficulty with time clock must immediately notify a supervisor to obtain confirmation of such malfunction. Supervisor is required to promptly submit said confirmation to time keeper by e-mail or thru the TAAP system for record keeping purposes.

§ 1.4 Field employees are required to advise immediate supervisor **Roman Rodriguez, Juan Manuel Carranza** (Road & Bridge), **Robert Andrade** (Sanitation), **Jaime Guerra** (Park), **George Guerra, Jimmy Anthony** or **Robert Garcia** (Drainage), of an absence or tardy no later than 15 minutes prior to the beginning of the work day. All "tardies" to work will be logged; three (3) "tardies" within a month's time shall constitute a reprimand.

§ 1.5 Office staff is required to advise immediate supervisor **Chris Trevino**, or **Gloria Ann Beltran**, of an absence or tardy no later than 15 minutes prior to the beginning of the work day. All "tardies" to work will be logged; three (3) "tardies" within a month's time shall constitute a reprimand.

§ 1.6 All exempt employees are required to personally maintain daily calendar identifying all meetings, appointment, trainings, seminars and/or functions to include relevant summary and back-up information.

Excessive absenteeism or tardiness will not be accepted and may be subject to disciplinary action up to and including termination.

II. Compensatory/Comparable Time

§ 2.1 Employees are expected to work as required to complete the assignments they have been given during the normal 8 hour workday. Under special conditions, subject to advance approval by the supervisor, compensatory/comparable time may be earned for hours worked outside the normal workday.

§ 2.2 Nonexempt employees may accumulate a maximum of 40 hours of compensatory time when required and requested by upper management.

§ 2.3 Comp time requires pre-approval before it is honored or considered as "comp-working hours". All employees must document approved/earned comp time in comp time log located within foreman's office. NO EXCEPTIONS

§ 2.4 Comp time is subject to be used by either employee request or under the instruction of an immediate supervisor. Employee will be required to work extended hours as needed in order to complete pending projects/assignments, during a natural disaster, weekend recovery, or any type of emergency, etc.

I MAY OR MAY NOT AGREE WITH THE AFOREMENTIONED IN-HOUSE POLICIES, BUT THEY HAVE BEEN EXPLAINED TO ME AND I FULLY UNDERSTAND THEM AND I AM AWARE THAT SUCH CAN OR MAY SUPERSEDE THE COUNTY POLICY MANUEL.

III. Leave Requests

§ 3.1 Regular attendance at work is essential for the efficient operation of the Office. Therefore, non-emergency leave must be scheduled in advance, whenever possible. (Note: During the probationary period, new employees are not permitted to use annual or sick leave).

§ 3.2 Requests for sick leave before or after a Holiday or on Monday or Friday will be honored when accompanied by a doctor's excuse. Otherwise this day(s) will be docked as annual, comp/time or earned holiday.

§ 3.3 Employee Sick Leave is 3 days without an official doctor's excuse. (***Exception – See § 3.2 above***). Any Sick Leave exceeding 3 consecutive days will require an official medical/doctor's excuse, this includes leave taken for employee and/or family member. Employee's use of sick leave is subject to random weekly audits at the discretion of the Commissioner and/or Department Head.

§ 3.4 Vacation Leave must be requested through the use of a "Request for Leave Form" available upon request. Such request will be subject to approval by the immediate supervisor/director. Request must be made on a 1:1 advance notice ratio. *(i.e., one week notice for one week request).*

IV. Employee Performance Evaluations

§ 4.1 Performance evaluations of employees are conducted in order to encourage performance improvement and enhancement. Performance evaluations are also used to justify recommendation for pay increases in lieu of any budget constraints. Supervisors are required to conduct a semi-annual performance evaluation of all the employees under their supervision.

§ 4.2 Performance evaluations should focus on the employee's performance during the six-month period since the previous evaluation. Generally, supervisors should complete evaluations on or about every 6(six) month anniversary for each employee. Supervisors will evaluate employee work performance in terms of standards established for their position. Supervisors will discuss areas that need improvement, areas that have shown improvement, and areas that have exceeded expectations, as well as establish goals for the future. Employees will be asked to sign the evaluation to indicate that they have reviewed it. Employees may provide comments if they so desire, which will be included as part of the evaluation. All Employees will receive a courtesy copy of their evaluation. The performance evaluation will be filed in the employee's personnel file and will be available for their inspection and review.

Should an evaluation produce a negative rating and/or poor job performance outcome, a 90 day re-evaluation will be considered.

V. Dress and Grooming

§ 5.1 Hidalgo County Pct. 4 is adopting "business casual" dress code. The attire must be appropriate, neat, and compatible with the business environment and shall not detract from the overall mission of the Office. Jewelry items shall not be worn on the facial areas (e.g., earrings/studs in the nose, tongue, or eyebrow). Men should not wear earrings of any kind. Dresses and skirts should not be shorter then 2 inches above the knee or have a slit that is higher then 2 inches above the knee. Employees are allowed to wear jeans. Jeans should be neat, clean, pressed and without holes or ragged edges. Employees must wear their ID badges above the waist at all times.

§ 5.2 Attire that is considered inappropriate includes, but is not limited to: shorts, low-cut shirts/blouses or dresses, ratty jeans, T-shirts, athletic shoes, thong sandals, any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems inappropriate.

§ 5.3 Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

§ 5.4 If in doubt about whether certain attire is appropriate, employee is advised to ask their supervisor before wearing such to work. When an employee is considered to be wearing unacceptable grooming and/or attire standards, the employee will be sent home on lost time, annual, or compensatory/comparable leave.

§ 5.5 Field employees are subject to "uniform" policy.

§ 5.6 Employees not wearing the ID badge will be excused/allowed only one (1) manual/modified punch per month. Any additional days will require employee to produce badge and will be considered late. Work day will commence at time of punch in. Lost time will be docked from annual, comp/time or earned holiday if available.

EFFECTIVE IMMEDIATELY
"Zero tolerance" on ANY sexual misconduct within the scope of employment.

VI. Anti-Harassment Policy (as attached – Exhibit A)

VII. Examples of Prohibited Conduct (as attached – Exhibit B)

VIII. Work Areas

§ 8.1 Employees are expected to contribute to the professional look of the office by keeping their work area clean and free of clutter, debris, etc. Employees should avoid using office walls as bulletin boards. Mounting a few photographs or artwork is acceptable, but effort should be made to minimize visual clutter. Likewise, cabinets should be kept closed and desktops free of extraneous materials. Employees are expected to keep their office doors open with few exceptions. Employees may close the door for privacy reasons related to business operations which may include business meeting, interview, performance evaluation, or web/internet training. Employees are prohibited from covering the windows on their doors in order to obstruct view into their office. Some decorations on the windows may be permitted so long as the view into the office is not obstructed.

§ 8.2 Employees shall obtain approval from their supervisor prior to bringing household appliances to their office such as mini-refrigerators, fans, microwaves ovens, heaters, radios, etc.

IX. Confidentiality

§ 9.1 In the regular performance of the respective job duty(s), employee may maintain and/or have access to information that is of the confidential nature. Employee is expected to handle or address such matter in a professional and discrete manner in order to maintain the private and sensitive nature of such. Confidentiality is expected and requested at all times when dealing with actual records or conversations in nature that are directed with such manner or principle.

§ 9.2 When confidential documents need to be disposed of, employee shall dispose of such by using a shredder. Employee shall yield or seek consent from their supervisor for assistance in determining which documents are confidential in nature.

X. Lunch & Breaks

§10.1 All employees are afforded an unpaid lunch break from 12 noon to 1 pm. Alternative lunch schedules are not encouraged, but may be approved on occasion for a justifiable reason.

§10.2 Breaks are not required by the Fair Labor Standard Act. However, employees may request to take one paid fifteen-minute break between the hours of 9 am and 11 am and one paid fifteen-minute break between the hours of 2 pm and 4 pm. Break time may not be accumulated, added to the lunch, or used for late starts or for leaving the workplace early.

§10.3 In addition to code 7.05 of the Hidalgo County Civil Service Commission Rules, Precinct 4 office employees are required to take alternate breaks.

XI. The Break Room

§11.1 The entire office shares a break room that contains a refrigerator, microwave oven, toaster, coffee maker, tables and chairs. Employees are required to eat in the break room rather than at their desks.

§11.2 Refrigerated or frozen food should be labeled with the employee's name. Employees are required to promptly remove from the refrigerator leftovers and spoiled food items. Employees should immediately clean up their spills or messes and wipe the interior of the microwave oven any time splattering occurs. For safety reasons, employees should not leave the break room while cooking meals in the microwave oven.

XII. Personal Phone Calls

§12.1 Hidalgo County realizes we all have personal matters that need to be attended to from time to time. However, personal phone calls can be a disruption in the workplace and should always be kept short. Excessive time spent on personal phone calls can be grounds for discipline up to and including dismissal.

§12.2 Computer use is for county related business only. Phone and computer records may be pulled/reviewed for discussion and assessment during evaluations.

XIII. County Owned Vehicles and/or Property

§13.1 A "zero tolerance" standard is in effect on personal use of county owned vehicles and/or property. All county owned vehicles and property are to be used only while in the course of official county business.

Only county employees and county business related persons are allowed to be transported in county vehicles. Absolutely no family members are to be transported in county vehicles. Due to public and employee safety being of upmost importance; all employees are prohibited from driving while talking, texting, or retrieving voice or text messages on mobile phones.

County owned property is to be utilized strictly for county work/business. Any employees who fail to immediately report to their supervisor every accident, injury, damage or near misses occurring to county vehicles and property shall be subject to disciplinary action.

§13.2 County vehicles assigned to employees for county work/business shall be subject to GPS tracking and may be tracked for work/business purposes. Tampering of the GPS system shall be considered to be a violation of the vehicle use policy. Any violations of the vehicle use policy will be subject to disciplinary action.

XIV Disciplinary Action

§14.1 While it is Hidalgo County's desire and expectation that all employee job performances remain at standard or above, realistically, there may be times when an employee's job performance or personal conduct falls below an acceptable level. In those instances where an employee does not achieve acceptable standards of performance or violates established rules of conduct, supervisors are expected to take prompt action in accordance with the disciplinary procedures provided hereinabove.

All employees are required to adhere to all the aforementioned in addition to the County of Hidalgo Civil Service Commission Rules (Blue Book for Non-Exempt employees and the Brown Book for Exempt employees).

§14.2 Effective immediately, Pct. 4 employees receiving reprimands shall be subject to the following actions:

1ST OFFENSE: Conference Notes
(Depending on severity of offense, 2nd offense disciplinary action may be required).

2ND OFFENSE: Subject to disciplinary suspension without pay, including disciplinary probation or termination of employment. (Depending on severity of the offense, termination may be applicable).

3RD OFFENSE: Termination of Employment

Please address or direct any questions regarding this matter to Chris Trevino, Gloria Ann Beltran or Ms. Esther Cortez, Hidalgo County Human Resource Director.

XV. Time Clock Guidelines for Exempt Employees (as attached – Exhibit C)

XVI. Previous Rules & Regulation Handouts (as attached)

Hidalgo County Precinct 4
Standard Operation Rules Manual
Signature Page

Print Name _____

Employee Signature _____ **Date**_____

Supervisor _____ **Date**_____

EXHIBITS
A-C

ANTI-HARASSMENT POLICY

5.00 It is expected that all employees of Hidalgo County must adhere to the high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. Employees are expected to efficiently carry out the work items to which they are assigned and/or their responsibilities, to maintain good moral conduct, and to do their part in maintaining a good relationship with the public, other governmental employees, officials, supervisors and fellow employees.

No person employed by the County shall discriminate against or harass anyone on the basis of race, color, creed/religion, national origin, sex, age, disability, military status or any other legally protected status, nor shall any employee participate in any conduct that violates, either directly or indirectly, the civil rights of other employees or any member of the general public.

ANTI-HARASSMENT/DISCRIMINATION:

5.01 The County is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes or comments based upon an individual's race, color, creed/religion, national origin, sex, age, disability, military status or any other legally protected status will not be tolerated. The County is also committed to a work environment free of inappropriate and disrespectful conduct, illustrations and communications of a sexual nature and is opposed to harassment in any form.

5.02 A. Sexual harassment in the workplace is strictly prohibited and will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

i. Submission to such conduct is made either explicitly or implicitly affecting the term or condition of an individual's employment;
ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

B. Prevention is the most effective tool for eliminating harassment, and the County encourages employee support in its efforts to address and prevent harassment in the workplace. In this regard, it is the responsibility of all employees to make sure their supervisor or Department Head/Elected Official is advised immediately of any problem or potential problem in this area so that responsive corrective action can be taken in order to prevent or eliminate harassment or discrimination in the workplace.

C. An employee or prospective employee who has a complaint alleging harassment or discrimination in the workplace should report the offensive conduct immediately to his supervisor or the EEO Officer. If for any reason the employee does not feel comfortable speaking with those individuals, the employee should report the conduct to the Elected Official/Department Head or the Director of Human Resources.

D. Prompt reporting of complaints is strongly encouraged, as it allows for a rapid response and resolution of the objectionable conduct. The County will not retaliate against an individual who makes a report of harassment or discrimination. Retaliation is a very serious violation of this policy and should be reported immediately.

E. Any complaint will be promptly investigated. Confidentiality will be maintained to the extent practicable and appropriate under the circumstances. Individuals found to have engaged in misconduct shall be disciplined.

Whenever a potential conflict of interest arises pursuant to this Section, such affected employee shall file in advance of any determination or action, a disclosure statement with the appropriate board, elected official, or governing body responsible for the business in which the conflict has or may occur, with a copy filed with the Human Resources Director. It shall be the responsibility of the receiving agent or agency to maintain records of all such disclosures in accordance with applicable law(s). Such records shall be open for inspection and must be retained for a period of three (3) years from the date of the final action on the matter which prompted such disclosure before the appropriate board, elected official or governing body.

PERSONAL DATA CHANGES

5.12 If an employee changes his or her address or telephone number, he or she should promptly notify his or her Elected Official or Department Head in writing of such change. (Amended April 10, 1996)

5.13 If it becomes necessary for an employee to change the filing status or number of dependents reflected on his or her form W-4, he or she should contact the County Auditor's office and/or the similar office in the District for the appropriate forms. (Amended April 10, 1996)

5.14 o name change of an employee will be entered on the County and/or District employee roster unless and until a replacement social security card is received by the employee reflecting such change. Upon receipt of such card, the Elected Official or Department Head will complete the necessary forms to have the change made and send such information to the County Auditor. (Amended April 10, 1996)

SUBSTANCE ABUSE

5.15 All employees shall endeavor to maintain a safe workplace that is free of substance and alcohol use and abuse, in compliance with applicable state and federal laws.

5.16 The unlawful manufacture, distribution, dispensing, or possession of alcohol or a controlled substance by an employee or an employee's use of alcohol or a controlled substance on County and/or District premises or while on duty with the County and/or District is prohibited.

EMPLOYEE STANDARDS OF CONDUCT

5.17 Employees are expected to observe all employee standards of conduct. Observance of the standards of conduct may extend beyond regular work hours and beyond the employee's work site. In these cases, a demonstrable relationship must exist between the employee's conduct and job performance or there must be an adverse effect on the work area or the County and/or District. Violating the standards of conduct may result in disciplinary action, including dismissal. When appropriate, a standards of conduct violation may result in immediate dismissal and possible criminal prosecution. Any employee who knows of an employee's violation of the standards of conduct and who does not report such violation to an appropriate County and/or District official, usually the employee's Elected Official/Department Head, may be subject to disciplinary action, including dismissal. (Adopted December 13, 1995)

*** EXAMPLES OF PROHIBITED CONDUCT

5.18 The following activities are examples of employee conduct prohibited by the rules contained in this Chapter V:

a. Fighting on the job (Adopted March 8, 1995);

b. Threatening, intimidating, coercing or interfering with fellow employees or other persons during working hours (Adopted March 8, 1995);

c. Creating a negative work atmosphere during working hours (Adopted March 8, 1995);

d. Sleeping while on duty (Adopted March 8, 1995);

e. Gambling while on duty (Adopted March 8, 1995);

f. Insubordination (Adopted March 8, 1995);

g. Theft, damage, misuse, sale, destruction or unauthorized possession of property belonging to the County and/or District, fellow employees or others (Amended December 13, 1995);

h. Falsifying County and/or District records, reports or any other written document (Adopted March 8, 1995);

i. Immoral conduct which violates common decency on the job or associated with job related activities (Adopted March 8, 1995);

j. Sexual harassment of County and/or District employees or other persons (Adopted March 8, 1995);

k. Violations of the County and/or District's equal employment opportunity policy (Adopted March 8, 1995);

l. Violation of existing federal, state or County and/or District laws, rules or regulations (Adopted March 8, 1995);

m. Possession or use of alcohol or a controlled substance on the job or in areas that are associated with job related activities as well as reporting for work or attempting to report for work after consuming alcohol or a controlled substance (Adopted March 8, 1995);

n. Engaging in work other than on County and/or District property or on County and/or District projects during working hours (Adopted March 8, 1995);

o. Carelessness affecting personal safety or property of any employee, the County and/or District or others (Adopted March 8, 1995);

p. Failing to report every accident, injury or any damage occurring to or involving County and/or District property or personnel to the employee's department head, supervisor or foreman and the Human Resources Department (Adopted March 8, 1995);

q. Use of County and/or District vehicles, equipment, tools, material or facilities for personal or private purposes (Adopted March 8, 1995);

r. Use of telephones for personal long distance calls and excessive use of telephones for personal calls unless authorized by the employee's supervisor (Adopted March 8, 1995);

s. Improper maintenance of County and/or District equipment (Adopted March 8, 1995);

t. Deliberate waste of County and/or District materials or parts (Adopted March 8, 1995);

u. Deliberate or reckless conduct which causes damage to equipment or property belonging to County and/or District, another employee or another person (Adopted March 8, 1995);

v. Wasting time or loitering (Adopted March 8, 1995);

w. Absence from duty or job site during working hours without permission from the employee's immediate supervisor (Adopted March 8, 1995);

x. Failing to report an absence from work to the employee's department head, supervisor or foreman prior to the commencement of the work day (Adopted March 8, 1995);

y. Abuse of sick leave (Adopted March 8, 1995);

z. Excessive absenteeism or tardiness (Adopted March 8, 1995);

aa. Knowingly harboring or refusing treatment of a contagious disease or other physical conduction which endangers other employees or other persons (Adopted March 8, 1995);

bb. Discourtesy to the public (Adopted March 8, 1995);

cc. Acceptance of any gratuity or gift for the performance or nonperformance of official duties or any use of position as County and/or District employee for private gain (Adopted March 8, 1995);

dd. Failure to wear presentable dress and/or uniform if required (Adopted March 8, 1995);

ee. Conduct or actions that seriously impair an employee's job effectiveness (Adopted December 13, 1995);

ff. Conduct which is detrimental to or has an adverse affect on the County and/or District (Adopted December 13, 1995);

gg. Failure to obtain and maintain any job qualifications, licenses or certifications required by the employee's job description (Adopted December 13, 1995);

hh. Conviction of: felony offenses; Class B or above misdemeanor offenses which impair an employee's job effectiveness; or any crime involving moral turpitude (Adopted December 13, 1995);

ii. Failure to satisfactorily complete, obtain or maintain any required physical and/or psychological fitness for duty (Adopted December 13, 1995);

jj. Engaging in conduct off the job location and off duty which negatively affects the employee's effectiveness on the job or negatively affects the County and/or District (Adopted December 13, 1995);

kk. Gross or repeated neglect of duty (Adopted December 13, 1995);

ll. Poor job performance (Adopted December 13, 1995);

mm. Perjury (Adopted December 13, 1995);

nn. Knowingly creating and submitting false and/or slanderous reports concerning, and/or gossip regarding, fellow employees, supervisors, subordinates, Elected Officials and/or Department Heads (Adopted December 13, 1995);

oo. Dishonesty characterized by a lack of trust, honesty or truthfulness (Adopted December 13, 1995);

pp. Failure to observe assigned office hours, including time limits set for work and lunch breaks. In this regard, it is not appropriate for an employee to use work breaks to come to work late, extend lunch breaks, or leave work early (Adopted December 13, 1995);

qq. Personal reading, wasting time, visiting excessively or behaving in a way that distracts other employees or disrupts the workplace (Adopted December 13, 1995);

rr. Failing to follow a supervisor's instruction in performing job tasks (Adopted December 13, 1995);

ss. Except for authorized law enforcement personnel, having firearms or other dangerous weapons on County and/or District owned or leased property or in areas that are associated with job related activities (Adopted December 13, 1995);

tt. Engaging in activities that endanger fellow employees or other persons (Adopted December 13, 1995);

uu. Failing to maintain a clean, safe work area and/or failing to observe all safety and security rules (Adopted December 13, 1995);

vv. Failing to observe leave policies, including compliance with the overtime compensation requirement of the Fair Labor Standards Act (Adopted December 13, 1995);

ww. Excessive or inappropriate use of leave (Adopted December 13, 1995); and

xx. Unexcused absenteeism (Adopted December 13, 1995).

ADDITIONAL WORK RELATED STANDARDS OF CONDUCT

5.19 Elected Officials/Department Heads may adopt additional work related standards of conduct, not in conflict with these rules, when necessary: (a) for receipt of federal, state or local grant funds; or (b) to carry out the responsibilities of such Elected Official's/Department Head's responsibilities. Each Elected Official/Department Head shall maintain written evidence that such work related standards of conduct have been provided to his or her employees. The Elected Official/Department Head shall also obtain and maintain the employee's written acknowledgment of his or her receipt of such additional work related standards of conduct. A copy of all additional work related standards of conduct adopted by the Elected Official/Department Head shall be provided to the Commission Secretary. The Elected Official/Department Head must maintain written evidence to substantiate that a copy of such additional work related standards of conduct was provided to the Commission Secretary. Delivery of the copy to the Commission Secretary is for information only. (Adopted September 20, 1995)

EXHIBIT "C"

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

MEMORANDUM

RAMON GARCIA
County Judge

To: Department Heads

From: Commissioners' Court

Date: January 19, 2011

Re: Time Clock Guidelines for Exempt Employees

CC: Valde Guerra, Executive Officer

The Biometric electronic time keeping system and associated work records will become the official basis for recording time worked for exempt employees of Hidalgo County.

It is a job requirement that all exempt employees must "clock in" in the morning and "clock out" at the end of the workday at their place of work. Under certain conditions, (such as training at an off-site location, extracurricular events, etc.), the employee should report time worked to the department timekeeper so that their time worked can be manually entered.

In order to ensure consistency of treatment of all exempt employees, the data recorded in the Biometric time clock system will be considered as the "official" record of the work day for all Hidalgo County exempt employees.

In order for the electronic timekeeping system to work as intended, all exempt employees must clock in to begin the work day, and they must clock out at the end of the work day.

All exempt employees are expected to properly and accurately record an eight (8) hour work day. Accordingly, comprable time (work week in excess of forty (40) hours) shall be documented and monitored through the use of the biometric time and attendance clock.

All exempt employees must participate and are expected to comply with this directive.

Judge Ramon Garcia

Commissioner Joel Quintanilla

Commissioner Hector "Tito" Palacios

Commissioner Joe M. Flores

Commissioner Joseph Palacios

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

APPENDIX

LIST OF IN-HOUSE POLICIES AS APPROVED BY COMMISSIONER COURT ON MAY 1, 2012 AND ISSUED TO PRECINCT 4 EMPLOYEES ON MAY 3, 2012

1. IN-HOUSE RULES & REGULATIONS ON ABSENTEEISM
2. MANDATORY USE OF SAFETY GEAR
3. NO SCAVENGING AT RECOVERY CENTER
4. MANDATORY SAFETY BELT USE
5. MOTOR GRADER CROSS TRAINING
6. NO EQUIPMENT/MANPOWER ON PRIVATE PROPERTY
7. HANDLE BUSINESS VIA FOREMEN'S OFFICE, NO CHANGES TO WEEKEND WORK DUTY
8. SICK LEAVE ON FRIDAY OR MONDAY & BEFORE/AFTER HOLIDAY REQUIRE AN OFFICIAL MEDICAL EXCUSE- NO PHARMACY EXCUSES
9. INJURY REPORTS SHALL BE REPORTED SAME DAY OF INCIDENT
10. REPRIMANDS-SCHEDULE
11. THREE TARDIES WITHIN A MONTH – REPRIMAND
12. NO PURCHASES AFTER 4:00 P.M.
13. FRIDAY REQUEST FOR TIME OFF MUST BE REQUESTED BY TUESDAY
14. A. MANDATORY USE OF COUNTY ISSUED UNIFORM SHIRTS
    B. ALL UNIFORM SHIRTS MUST BE RETURNED AT TERMINATION OF EMPLOYMENT WITH PCT. 4
15. CONDENSED REMINDER OF PAST SAFETY MEETINGS WITH RISK MGT. REPRESENTATIVE LARRY ORTIZ
16. CONDENSED REMINDER OF VERBAL INSTRUCTIONS
17. ACCIDENT PREVENTION PLAN SUMMARY (Exhibit D)

18. DRUG & ALCOHOL POLICY (Exhibit E)

19. ABSENCE CONTROL POLICY (Exhibit F)

20. I.D. BADGE POLICY AS RECEIVED BY EMPLOYEES (Exhibit G)

21. REVISED SICK LEAVE POLICY (TO INCLUDE FAMILY MEMBERS) POLICY (Exhibit H)

ABOVE NOTED POLICIES WERE ISSUED AS ATTACHMENTS TO SOR BOOKLET ISSUED TO EMPLOYEES ON 5/03/12 AND/OR DURING IN-HOUSE PRECINCT 4 EMPLOYEE ORIENTATION.

NOTICES WERE ISSUED TO ALL EMPLOYEES ON 5/03/2012 OR DURING PRECINCT 4 EMPLOYEE ORIENTATION.

1) IN HOUSE RULES AND REGULATIONS ON ABSENTEEISM

HIDALGO COUNTY PCT. #4

IN-HOUSE RULES & REGULATIONS ON ABSENTEEISM

HIDALGO COUNTY PCT. #4 EMPLOYEES WERE BRIEFED ON THE FOLLOWING "IN HOUSE" RULES AND REGULATIONS REGARDING ABSENTEEISM, COMP TIME, HOLIDAYS, SICK AND VACATION LEAVE.

FAILURE TO COMPLY SHALL WARRANT DISCIPLINARY ACTION AND OR DISMISSAL.

SUMMARY

1) *EMPLOYEES SHALL CALL ROMAN RODRIGUEZ, MANUEL CARRANZA, ROBERT ANDRADE OR JAIME GUERRA ON OR BEFORE 7:15 A.M. TO NOTIFY OF AN UNSCHEDULED ABSENCE. DRAINAGE EMPLOYEES MUST CONTACT JIMMY ANTHONY, GEORGE GUERRA OR ROBERT GARCIA ON OR BEFORE 6:45 A.M. (IF YOU DO NOT CALL IN, THE DAY WILL BE LEAVE WITHOUT PAY AND MAY INCLUDE DISCIPLINARY ACTION.)*

2) *EMPLOYEE SICK LEAVE IS (3) DAYS LEAVE WITHOUT A DOCTORS EXCUSE. (EXCEPTION SEE ITEM #3) ANY TIME EXCEEDING (3) CONSECUTIVE DAYS WILL REQUIRE A DOCTORS EXCUSE, SUBJECT TO RANDOM WEEKLY AUDITS AT THE DISCRETION OF COMMISSIONER AND/OR THE DEPARTMENT HEAD. SICK LEAVE MAY ALSO BE TAKEN FOR IMMEDIATE FAMILY MEMBERS ONLY.*

3) *SICK LEAVE TAKEN ON MONDAYS, FRIDAYS AND BEFORE/AFTER A HOLIDAY WILL NECESSITATE A DOCTORS EXCUSE OTHER WISE DAY WILL BE DOCKED AS ANNUAL, C.T. OR EARNED HOLIDAY IF TIME IS AVAILABLE.*

4) *COMP. TIME NEEDS TO BE PRE-APPROVED BEFORE IT IS WORKED OTHERWISE IT WILL NOT BE HONORED. COMP TIME IS NOT TO EXCEED 40 HRS @ ANY GIVEN TIME.*

5) *COMP TIME IS SUBJECT TO BE "USED" BY EITHER EMPLOYEE REQUEST OR UNDER INSTRUCTION BY IMMEDIATE SUPERVISOR.*

6) *EMPLOYEE WILL BE REQUIRED TO WORK EXTENDED HOURS AS NEEDED TO COMPLETE PENDING PROJECTS, DURING NATURAL DISASTERS, WEEKEND RECOVERY CENTER, EMERGENCIES, ETC.*

7) *VACATION LEAVE MUST BE REQUESTED THROUGH THE USE OF A "REQUEST FOR LEAVE FORM" AVAILABLE UPON REQUEST AND WILL BE SUBJECT TO APPROVAL / DISAPPROVAL BY FOREMEN. REQUEST MUST BE MADE ON A ONE TO ONE ADVANCE NOTICE RATIO. (EX.: ONE WEEK NOTICE FOR ONE WEEK REQUEST)*

2. MANDATORY USE OF SAFETY GEAR

EFFECTIVE IMMEDIATELY ANY PRECINCT #4 EMPLOYEE OBSERVED "NOT" WEARING MANDATORY SAFETY GEAR WILL BE WRITTEN-UP.

SAFETY GEAR CONSISTS OF:

HARD HAT
SAFETY BELT
SAFETY VEST
GLOVES &
GOGGLES

IF YOU NEED ANY OF THE ABOVE ITEMS REPLACED, PLEASE NOTIFY FOREMEN IMMEDIATELY SO THAT THEY MAY SUPPLY YOU WITH REPLACEMENT(S).

EMPLOYEES NOT COMPLYING WITH SAFETY GEAR POLICY WILL BE REPRIMANDED, NO EXCUSES.

* * * *

4) MANDATORY USE OF SEAT BELTS

IN CONCURRENCE WITH THE COUNTY'S SAFETY RULES & REGULATIONS, EMPLOYEES ARE REMINDED THAT A "MANDATORY SEAT BELT USE POLICY" IS IN EFFECT FOR EMPLOYEES DRIVING, OPERATING AND OR PASSENGERS IN COUNTY OWNED VEHICLES.

EMPLOYEES NOT COMPLYING WITH SAID POLICY SHALL BE SUBJECT TO REPRIMAND AND/OR TERMINATION.

* * * *

6. DO NOT ENTER PRIVATE PROPERTY

PLEASE BE ADVISED THAT "NO" COUNTY EQUIPMENT AND/OR MANPOWER IS ALLOWED IN PRIVATE PROPERTY (PAST THE ROAD RIGHT-OF-WAY) UNLESS SPECIFICALLY AUTHORIZED BY FOREMEN.

EMPLOYEES WHO VIOLATE SAID POLICY SHALL BE REPRIMANDED ACCORDINGLY.

* * * *

8) SICK LEAVE ON FRI. MON & BEFORE OR AFTER HOLIDAY, NO PHARMACY EXCUSES & NO COPIES OF PAYROLL CHECKS SHALL BE KEPT ON FILE

NO EMPLOYEE SICK LEAVE WILL BE HONORED ON "ANY":
FRIDAY, MONDAY OR DAY BEFORE / AFTER A HOLIDAY,
UNLESS ACCOMPANIED BY A DR.'S EXCUSE, WHICH SPECIFIES THAT YOU WERE UNABLE TO WORK DUE TO ILLNESS/INJURY.
SICK LEAVE MAY ALSO BE UTILIZED FOR IMMEDIATE FAMILY MEMBERS ONLY.

IF NO VALID DR.'S EXCUSE IS PRODUCED, THE DAY WILL BE DOCKED FROM ANNUAL, C.T., OR EARNED HOLIDAY IF TIME IS AVAILABLE

NO PHARMACY EXCUSES WILL BE ACCEPTED.

* * * *

ASSISTANT AT (956)383-3112 OR MS. ESTHER CORTEZ, HUMAN RESOURCES DIRECTOR AT (956)318-2660.

* *

EFECTIVO INMEDIATAMENTE PARA LOS EMPLEADOS DEL PRECINTO #4 QUE RECIBAN REPRIMENDAS SERAN SUJETOS A LAS SIGUIENTES ACCIONES:

1 OFENSA:	*CONFERENCIA POR ESCRITO (ACCIONE DE OFENSA #2 PUEDE SER IMPLEMENTADA, DEPENDIENDO DE A LA GRAVEDAD DE LA OFENSA.)*
2 OFENSA:	*SUJETO A SUSPENCION DISCIPLINARIA SIN PAGO, INCLUYENDO PROBACION DISCIPLINARIA O TERMINACION DEL EMPLEO. (DEPENDIENDO DE LA GRAVEDAD DE LA OFENSA)*
3 OFENSA:	*TERMINACION DEL EMPLEO*

SI USTED TIENE ALGUNA PREGUNTA FAVOR DE DIRIGIRSE A SR. CHRIS TREVINO, MANEGADOR GENERAL DE OPERACIONES O SRA. GLORIA A. BELTRAN, ASISTENTE EJECUTIVA AL (956)383-3112 O SRA. ESTHER CORTEZ, DIRECTORA DE SERVICIOS DE RECURSOS AL (956)318-2660.

11) TARDIES

EFFECTIVE IMMEDIATELY ALL TARDIES TO WORK SHALL BE LOGGED, THREE TARDIES WITHIN A MONTH'S TIME SHALL CONSTITUTE A WRITE-UP. (REPRIMAND)

THIS ITEM MAY BE FOUND IN THE EMPLOYEES EXAMPLES OF PROHIBITED CONDUCT HANDOUT: 5.18.Z EXCESSIVE ABSENTEEISM OR TARDINESS.

* *

EFECTIVO INMEDIATAMENTE TODAS LAS LLEGADAS TARDE AL TRABAJO SE ANOTARAN POR ESCRITO, TRES TARDANZAS DURANTE UN MES SERA RAZON PARA SER REPRENDIDO.

EN ACUERDO CON LAS REGLAS DE CONDUCTA DE LOS EMPLEADOS DEL CONDADO DE HIDALGO: 5.18.Z

12) NO PURCHASES AFTER 4:00 P.M.

EFFECTIVE IMMEDIATELY, NO PURCHASES ARE TO BE MADE AFTER 4:00 P.M. UNLESS IT IS AN "EMERGENCY PURCHASE" AND THE ITEM(S) SHALL BE UTILIZED THAT SAME DAY.

13) SICK LEAVE POLICY, FRIDAY HALF DAY REQUEST MUST BE REQUESTED BY TUESDAY, & ALL UNSCHEDULED LEAVE IS WITHOUT PAY

A) NO EMPLOYEE SICK LEAVE WILL BE HONORED ON "ANY": FRIDAY, MONDAY OR DAY BEFORE / AFTER A HOLIDAY, UNLESS ACCOMPANIED BY A DR.'S EXCUSE, WHICH SPECIFIES THAT YOU WERE UNABLE TO WORK DUE TO ILLNESS/INJURY.

**DOCTORS EXCUSE IS DUE THE FIRST DAY YOU RETURN TO WORK, OTHERWISE THE DAY WILL BE DOCKED AS ANNUAL, C/T OR RE-SCHEDULED HOLIDAY IF AVAILABLE. WE WILL NOT CALL THE DOCTOR FOR YOUR EXCUSE; THAT IS YOUR RESPONSIBILITY.*

B) *FRIDAY REQUESTS FOR TIME OFF (COMP TIME, RE-SCHEDULED HOLIDAY OR VACATION) ARE TO BE MADE ON/OR BEFORE 5:OO.P.M OF THE PROCEEDING TUESDAY OF THE REQUEST, OTHERWISE IT SHALL BE DENIED.*

REQUESTS TO BE OFF ½ DAY ON FRIDAYS, SHALL BE SUBJECT TO THE SAME DEADLINE OF TUESDAYS, OTHERWISE IT SHALL BE DENIED.

C) *VACATION LEAVE MUST BE REQUESTED THROUGH THE USE OF A "REQUEST FOR LEAVE FORM" AVAILABLE UPON REQUEST AND WILL BE SUBJECT TO APPROVAL / DISAPPROVAL BY FOREMEN. REQUEST MUST BE MADE ON A ONE TO ONE ADVANCE NOTICE RATIO. (EX.: ONE WEEK NOTICE FOR ONE WEEK REQUEST)* **THIS POLICY DOES NOT APPLY TO FRIDAY(S) OFF. (SEE ITEM #B)**

* * * \

14) RECEIPT OF UNIFORMS/SHIRTS

I DO HEREBY ACKNOWLEDGE THAT THE (5) FIVE UNIFORMS I RECEIVED ARE IN CONJUNCTION WITH HIDALGO COUNTY PCT. #4'S IN-HOUSE POLICY ON "PROPER WORK ATTIRE" I AM EXPECTED TO WEAR A UNIFORM ON A DAILY BASIS.

I FURTHER UNDERSTAND THAT IF I SHOULD FAIL TO MEET THE PRECINCT'S DRESS REGULATION, IT MAY RESULT IN DISCIPLINARY ACTION AND/OR DISMISSAL.

I UNDERSTAND THAT THESE UNIFORMS WILL REMAIN THE PROPERTY OF HIDALGO COUNTY AND AS SUCH I AM RESPONSIBLE FOR THEIR UPKEEP OR I MAY BE REQUIRED TO REPLACE THEM AT MY COST.

I MUST RETURN ALL OLD/UNUSABLE UNIFORMS TO THE PRECINCT FOR PROPER DISPOSAL.

I HAVE BEEN ADVISED THAT UNIFORMS ARE TO BE WORN ONLY DURING WORKING HOURS, NOT FOR RECREATIONAL/PRIVATE USE.

I HAVE BEEN ADVISED THAT I AM TO RETURN UNIFORMS UPON TERMINATION OF EMPLOYMENT WITH HIDALGO COUNTY PRECINCT 4.

(All employees' signed receipt of notice are on file)

15) SAFETY/ EMPLOYEE MEETING REMINDERS:

MR. LARRY ORTIZ, SAFETY OFFICER (SHREDDER OPERATORS) APPLIES TO ALL CREWS

- *REMINDER FOR EMPLOYEES TO SIGN SAFETY MEETING ROSTER*
- *REMINDER TO POST ALL ROAD CONSTRUCTION SIGNS AT JOB SITES*
- *REMINDER TO CHECK FOR PEDESTALS & FIRE HYDRANTS, TO AVOID DAMAGING THEM- CREWS WERE ISSUED 4' STAKES & FLORESCENT PAINT TO MARK OBSTACLES IN ROW*

MR. LARRY ORTIZ, SAFETY OFFICER (MOTORGRADER OP) APPLIES TO ALL CREWS

- *ADVISED CREWS OF POSTING SIGNS AT JOB SITES BEFORE BEGINNING ANY WORK*
- *CREW MEMBERS WILL RECEIVE A REPRIMAND IF THE ROAD CONSTRUCTION SIGNS ARE NOT UP (NOT ONLY ONE PERSON). IT IS THE RESPONSIBILITY OF ALL CREW MEMBERS TO ENSURE COMPLIANCE.*

16) PRECINCT #4 POLICIES & SAFETY VERBAL REMINDERS:

- *SAFETY ZONE IN SHOP IS OUTLINED BY RED TAPE- DIRECTLY OUTSIDE FOREMEN'S OFFICE BY ICE MACHINE (NO HARD HAT/GEAR REQUIRED)*
- *NO UNAUTHORIZED PERSONNEL ALLOWED IN SHOP AREA.*
- *NO SMOKING IN THE SHOP AREA.*
- *DO NOT LEAVE FILTERS IN WASH ROOM (TAKE TO BARRELS)*
- *DO NOT COME EAT LUNCH AT THE PRECINCT IF YOUR JOB SITE IS MORE THAN THREE MILES AWAY FROM SHOP.*
- *DO NOT GO TO PERSONAL VEHICLES DURING WORKING HOURS.*
- *THE PRECINCT DOES NOT ACCOMMODATE MODIFIED DUTY FOR W.C. CLAIMS OR FOR NON-WORKERS COMP/ REGULAR SICK.*
- *WHEN APPLICABLE EMPLOYEES WILL BE PLACED ON FMLA (3 OR MORE SICK DAYS FOR SELF-CARE OR APPROVED FAMILY MEMBER)*
- *PERSONAL CELL PHONES MAY BE UTILIZED BEFORE/AFTER WORK, DURING BREAKS & LUNCH HOUR ONLY. ABSOLUTELY NO CELL PHONE USUAGE WHILE OPERATING COUNTY VECHILCES OR EQUIPMENT.*
- *MANDATORY DRUG TESTING FOR ALL OCCUPANTS OF COUNTY VEHICLE INVOLVED IN AN ACCIDENT.*
- *PERSONAL CELL PHONE RECORDS MAY BE SUBPOENAED IF YOU ARE INVOLVED IN A COUNTY ACCIDENT (FOR INVESTIGATION PURPOSES) SHOULD CELL PHONE BE A FACTOR IN ACCIDENT REPRIMAND/TERMINATION MAY RESULT.*

(THIS PAGE SHALL BE UPDATED AS NECESSARY)

EXHIBITS
D-H

(Exhibit D.)

HIDALGO COUNTY
ACCIDENT PREVENTION PLAN SUMMARY
July, 2001

1. **Statement of Goals**
Hidalgo County recognizes that the reduction of accidents and the increase of employee safety are the responsibility of Department Heads, supervisors and employees of Hidalgo County. A comprehensive Accident Prevention Plan ("Plan") is an effective tool for reducing work-related accidents.

2. **Management Component – Authority and Accountability**
Department Heads, Supervisors, Departmental Safety Coordinators ("Coordinators"), and the Risk Management Department ("Risk Management") are responsible for implementation of this Accident Prevention Plan.

3. **Employee Commitment Component; Contractors**
Employees of Hidalgo County are expected and required to adhere to the Hidalgo County Accident Prevention Plan. Contractors that provide or perform services for Hidalgo County, at any Hidalgo County location, are responsible for ensuring that contractor's employee actions and services delivered are in a manner consistent with the Hidalgo County Accident Prevention Plan.

4. **Recordkeeping and Documentation Component**
Hidalgo County believes that a valid means of reviewing and identifying possible trends and deficiencies in a safety program is through an effective recordkeeping program.

5. **Safety and Health Training Component**
Hidalgo County is committed to providing safety and health related orientation and training to employees of Hidalgo County. Department Heads, supervisors, and employees are encouraged to participate and become involved in the ongoing health and safety training program.

6. **Accident Reporting and Investigation Component**
Department Heads are responsible for ensuring prompt and thorough investigations of accidents that occur in their departments or that affect employees under their supervision.

7. **Safety Audit Inspection Component**
Audit functions will be performed on an on-going basis by the Coordinators, with the daily help of employees. Risk Management will assist with audits.

8. **Analysis Component**
Department Heads will review trend analyses on a periodic basis, as provided by Risk Management.

9. **Periodic Review Component**
Risk Management, based on recommendations from the Master Safety Committees, as hereinafter defined, will present recommendations for modifications to this Plan on an annual basis.

10. **Disciplinary Component**
Terms of discipline are as described in the Hidalgo County Civil Service Rules and/or the Personnel Manual, as applicable.

HIDALGO COUNTY
ACCIDENT PREVENTION PLAN
July, 2001

I. Statement Of Goals And Objectives

COUNTY is dedicated to achieving the following objectives:

A. Implementation of an effective Accident Prevention Plan, with involvement of each and every COUNTY employee, including Department Heads, through increased awareness of the overall safe operation of COUNTY facilities

B. A reduction of work-related incidents through:
   1. Establishment of lines of communication involving management and employees at all levels.
   2. Reduction of current and potential hazards that expose or create risk.

II. Management Component – Authority and Accountability

A. COUNTY is committed to providing resources and guidance for the development and implementation of the Plan. Department Heads are encouraged to:
   1. Create employee involvement in the implementation of the Plan.
   2. Administer safety training in their respective departments, with assistance from Risk Management, to ensure employees understand and follow safety and health policies as established by COUNTY.
   3. Discipline employees who violate the safety and health policies of COUNTY according to Hidalgo County Civil Service and/or Personnel Manual (brown book), as applicable.

B. Risk Management / Master Safety Committees are responsible for the overall implementation of the Plan, at the direction of the Commissioners' Court. Master Safety Committees shall be comprised of representatives from COUNTY Departments, and shall meet on a periodic basis. Risk Management shall present to Commissioners' Court the status of implementation of this Plan.

C. Supervisors / Coordinators shall determine if a hazard exists, report the hazard for immediate correction, or establish interim protective measures. Regardless of whether or not a hazard is identified, the reporting employee will be notified of the corrective action taken or the procedures used to conclude that no hazard existed. If practical, this information will be shared with employees at the site.

III. Employee Commitment Component; Contractors

A. COUNTY encourages its employees to commit to the implementation of this Plan.

B. Employees are expected to:
   1. Become involved in implementation of this Plan.
   2. Utilize established avenues to solicit and receive comments, information, and assistance where health and safety are concerned.
   3. Report hazards and unsafe conditions in the workplace to their supervisors.

4. Perform job duties in a manner that is safe for themselves as well as those around them.
5. Abide by health and safety policies established by COUNTY.

C. Contractors that provide or perform services for Hidalgo County are responsible for ensuring Contractors' employee actions and services are delivered in a manner consistent with this Plan. This Plan will be made available to Contractors for review through the Purchasing Department of COUNTY.

IV. Recordkeeping and Documentation Component

A valid means of reviewing and identifying possible trends and deficiencies in a safety program is through an effective recordkeeping program.

A. Records regarding work-related accidents will be maintained for the current year, plus a minimum of five years thereafter, in accordance with policies established by Risk Management and the Workers Compensation Coordinator.

B. Each Department Head shall authorize Coordinators to:
1. Maintain safety records separate from other personnel records.
2. Conduct safety meetings, topics to be gathered from the basic required topics as provided by Risk Management and from additional perceived departmental needs.
3. Maintain documentation of safety meetings, inspection reports, current lists of vehicles, heavy equipment, lawn equipment, and authorized drivers, as requested by Risk Management.

C. Safety and Health Surveys / Inspections Program
1. Site Audits
a. The assigned Coordinator(s) at each location will be responsible for performing ongoing site audits to review the site for safety issues, with documentation available for review by Risk Management.
b. Reports generated as a result of comprehensive surveys conducted by outside agencies will receive immediate attention and consideration, with recommendations acted upon as soon as is practical.
c. Methods of addressing the issues contained in the site audits by Safety Coordinator(s) and by outside agencies will be documented in writing, and a copy of work order(s) will be maintained with the site audit at the applicable department.

2. Vehicle / Equipment Inspections
a. Vehicles, heavy equipment and mowing equipment must be fully equipped with safety
equipment prior to use. Coordinators are required to inspect both Vehicle Inspection Reports and actual equipment on a periodic basis, with Risk Management performing a periodic audit for compliance.
b. Prior to each shift, drivers / operators will perform a Vehicle and Equipment Inspec-tion, said inspection to include safety equipment and vehicle functions.

c. Preventative maintenance inspections will be performed by a mechanic for each vehicle, piece of heavy equipment, lawn equipment, etc., as recommended by the manufacturer.

d. Departments with vehicles, heavy equipment and/ or mowing equipment will maintain records pertaining to equipment inspection and maintenance programs performed at or for each facility and for each piece of equipment.

e. Lockout/Tagout procedures will be used each time a piece of machinery or a vehicle is taken out of service. All employees will adhere to the regulations of the lockout/ tagout procedure.

V. Safety and Health Training Component

COUNTY is committed to providing safety and health related orientation and training to employees. The training program's purpose is to educate and familiarize employees with safety and health work practices.

A. Each department, with the assistance of Risk Management, will develop, implement, and maintain a safety and health orientation and training program. Risk Management and each Department Head shall determine criteria requirements. Department Heads have the authority to assess training effectiveness and are responsible for enforcing implementation of criteria requirements of training.

B. Safety or Other Related Meetings

1. The Master Safety Committees will meet on a quarterly basis for the purpose of discussing trends and needs, with the Workers Compensation Coordinator providing input for these meetings. The members of each Master Safety Committee (Coordinators) will use the information gathered at the Master Safety Committee meetings to assist them in planning departmental safety meetings.
2. Coordinators will conduct safety meetings at their locations, with the goal of reducing work-related accidents.
3. Coordinators will meet with their Department Head to identify any changes to forms, to review Plan component performance, and to identify goals and needs of the departmental safety program.
4. Risk Management will determine which departments fall in the "extra hazardous category" based on accident history for the department. For those departments deemed "extra hazardous," Risk Management will assist the assigned Coordinator with a concentrated safety awareness program.
5. Risk Management will document and maintain records of meetings of Master Safety Committees. Coordinators will document and maintain records of safety-related meetings for their departments. This documentation will be maintained as proof of attendance and will be reviewed by the Coordinator to assist in determining the need for additional or repeated training for employees on an individual basis. Signatures on attendance sheets shall be legible. The training records will become part of the employee's on-site safety file.

VI. Accident Reporting and Investigation Component

COUNTY is committed to correcting or controlling hazards.

A. Department Heads and/or their designated Coordinator(s) will conduct prompt and thorough investigations of accidents that occur in their areas or that affect employees under their supervision.

B. Coordinators will use the approved format for investigating each alleged work-related accident / illness, accompanied by witness reports, diagrams and/or photographs, depending on the severity of the accident.

C. Information acquired from accident investigations will be used and reviewed by Department Heads, supervisors, and affected employees in order to ascertain contributing factors and causes. From the investigation, items on the designated accident investigation form will be addressed in detail as soon as possible following the accident/illness to formulate a plan of corrective action to prevent recurrence of the mishap.

D. Accidents and incidents involving situations where multiple supervisors are affected (for instance, an employee of one department injured at the location of a second department location) may be investigated jointly between both departments. The supervisor of the area where the incident occurred will be in charge of the investigation.

E. When identified hazards cannot be eliminated, the hazard will be effectively controlled by engineering, administrative procedures, work practices, personal protective equipment, or any other method deemed suitable for such circumstance. Personal protective equipment will be the control of last resort when other means of eliminating the hazards have not provided adequate protection to the employee. When personal protective equipment is issued, the employee will be informed of the requirements, use, and limitations of the equipment.

VII. Safety Audit Inspection Component

A. COUNTY has arranged for each operating location to receive a comprehensive safety and health audit by Risk Management. These audits will identify existing and potential hazards. Items which will be audited include, but are not limited to: site management, documentation management, employee safety training (frequency, content, presentation, effectiveness), and overall effectiveness of the Plan, with special emphasis on failure of any component.

B. Risk Management personnel performing the audit will discuss findings with the Department Head and the Coordinator and will make recommendations and suggestions for corrective action.

C. Site and equipment safety is a matter for all employees. Employees will participate, on an ongoing basis, in site and equipment maintenance, housekeeping and other safety practices. Coordinators will conduct and document inspections of each site under that department's jurisdiction for the purpose of minimizing hazards.

D. During Risk Management audits, site and equipment maintenance records will be reviewed, including but not limited to a Comprehensive Survey Form, discussion and resolution notes and suggestions.

VIII. Analysis Component

A. Risk Management will report on a quarterly basis to Commissioners' Court regarding the status of the Plan through periodic trend reports, which will identify:
   1. Accidents and near miss (record only) incidents resulting in or potentially resulting in injury, illness and/or property damage; and
   2. Recurring hazard violations needing corrective action.

B. Injury and illness trends will be reviewed at the Master Safety Committee meetings.

C. Coordinators will meet with their Department Head to analyze occurrences, identify developing trends, and plan courses of corrective actions. Risk Management will assist each department in creating and reviewing trend analyses.

IX. Periodic Review Component

A. Master Safety Committees will review the implementation of this Plan on an ongoing basis. Each portion of the Plan will be audited individually with the documented findings used to identify deficiency trends and improvement modifications. This documentation will be maintained by Risk Management.

B. The Master Safety Committees, through Risk Management, will present component recommendations and modifications to Commissioners' Court during the first calendar quarter of each year.

X. Disciplinary Component

A. Current disciplinary policy and procedures contained in the Hidalgo County Permanent Civil Service Regulations or the Hidalgo County Personnel Manual (brown book) will be used to ensure enforcement of the rules and procedures for a safe and healthful working environment.

B. Department Heads and/or their designees may issue warnings and/or take appropriate disciplinary action in accordance with the provisions the the Hidalgo County Permanent Civil Service Regulations or the Hidalgo County Personnel Manual (brown book) with employees that:
   1. Commit repeated minor infractions or violations of the safety rules or safe work practices;
   2. Commit single serious violations of a rule or procedure that could have potentially resulted in injury to themselves or another employee, or that could have caused property damage; and/or
   3. Participate in on-the-job activities that could potentially result in injury or property damage.

Accident Prevention Plan, July 2001

This Hidalgo County Accident Prevention Plan, July 2001, was passed i Commissioners' Court July 20, 2001, to become effective immed iately Commissioner's Court members present were County Judge José Eloy Pulido Commissioner Sylvia Handy, Commissioner Hector "Tito" Palacios, an Commissioner Joe Flores. Commissioner Oscar Garza was absent.

County Judge José Eloy Pulido

Commissioner Sylvia Handy
Precinct 1

Commissioner Hector "Tito" Palacios
Precinct 2

Commissioner Joe Flores
Precinct 3

Commissioner Oscar Garza, Jr.
Precinct 4

(Exhibit E.)

The County of Hidalgo Drug and Alcohol Policy

1. Policy Statement

The County of Hidalgo (the "COUNTY") recognizes that alcohol and drug abuse in the workplace has become a major concern. To help ensure a safe, healthy and productive drug-free work environment for all employees (collectively "Employees") of the COUNTY and others on the property of the COUNTY, to protect COUNTY property and assets, maintain a favorable public image and to assure efficient operations, the COUNTY has adopted a policy on drugs, alcohol and other prohibited items applicable to all Employees. This policy is intended to comply with the Drug Free Workplace Act of 1988, the Texas Workers Compensation Act and all applicable regulations issued by the Department of Transportation ("DOT").

It is the policy of the COUNTY to maintain its property and to provide a drug-free working environment that is both safe for Employees and others having business with the COUNTY or on COUNTY property and conducive to efficient and productive work standards. This policy restricts certain items and substances from being brought on or being present in or on COUNTY property, including all COUNTY owned and operated buildings, parking areas, easements and rights of way, vehicles, equipment, parks and recreational areas, capital projects, construction sites, job sites and any areas which fall under the jurisdiction and control of the COUNTY. This policy prohibits Employees from reporting to work, working or being present on COUNTY property, whether or not on duty, from having detectable levels or identifiable trace quantities of certain drugs and other substances. However, this policy is not intended to prohibit or restrict the legal and responsible use of alcohol in COUNTY recreation areas by COUNTY Employees while off duty.

2. Statement of the Drug and Alcohol Policy

The use, possession, sale, manufacture, distribution, transfer, dispensation, concealment, receipt, transportation, or being under the influence of any prohibited items or substances (including the presence of detectable levels or identifiable trace quantities), as defined in Section 3, on COUNTY property or while on COUNTY business, by Employees, is prohibited. Employees must not report for duty or be on COUNTY property while under the influence of, or have in their possession while on COUNTY property, any prohibited item or substance.

3. Definitions

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or any other low molecular weight alcohol including methyl and isopropyl alcohol.

CDL means Commercial Driver License holders. The COUNTY requires certain Employees to maintain a CDL. The DOT regulations (49 CFR Parts 40 and 382) require the COUNTY to have a special, mandatory controlled substance and alcohol testing policy for these Employees. All applicable drug and testing procedures shall meet DOT regulations. A copy of the DOT regulations shall be available for inspection and copying in the Personnel Office.

Commission means the Hidalgo County, Texas Civil Service Commission established pursuant to the Texas Local Government Code.

Controlled Substance means illegal drugs plus any other substance covered by Schedules I through V of the Federal Controlled Substances Act (21 USC 801, et seq.) or the Texas Controlled Substances Act (Chap. 481, Texas Health and Safety Code). A controlled substance is unauthorized if the Employee does not have a valid prescription for that substance at the time of its use or possession.

Conviction means a final, non-appealable finding of guilt by either a judge or jury, or a suspension of sentence, probation or deferred adjudication, including a plea of *no lo contendere.*

COUNTY means Hidalgo County, Texas, as organized and existing under the constitution and laws of the State of Texas.

Department means a COUNTY, district, or precinct office, agency, or board that has jurisdiction and control of designated governmental functions.

Department Head means an individual appointed as a supervisor of a department by one of the following: Commissioner's Court, COUNTY Judge, a designated representative of the Commissioner's Court, or an Elected Official.

Detectable means the measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a National Institute of Drug Abuse ("NIDA") certified testing laboratory; such levels will meet the DOT requirements.

Elected Official means an individual elected to a position created by the constitution or by statute. The term of an Elected Official is limited by the constitution.

Employee means any person employed by the COUNTY, including Elected Officials, full-time, part-time, temporary, probationary and contract employees.

Safety Sensitive Position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life threatening procedures, or

work with controlled substances; a position in which a drug impairment constitutes an immediate and direct threat to the Employee's health or safety; a position which has access to a juvenile facility; a position in which the Employee is responsible for the well-being of a minor; or a position in which a momentary lapse in attention could result in injury or death to another person.

Under the influence means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or COUNTY property, and/or having a measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a NIDA certified lab.

4. Prohibited Items and Prohibited Conduct

A. The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on COUNTY property (including the presence of detectable levels or identifiable trace quantities), by Employees, is prohibited:

i. Illegal drugs; controlled substances; marijuana; mood or mind altering substances, legal or illegal; "look-alike" substances; designer, counterfeit or synthetic drugs; inhalants; and any other drugs or substances which will in any way affect safety, workability, alertness, coordination, judgment, response or affect the safety of others on the job.

ii. Alcoholic beverages. Consuming alcoholic beverages while driving or driving while intoxicated any vehicle for COUNTY business or any COUNTY vehicle at any time is prohibited. The consumption of alcohol on COUNTY time is prohibited.

iii. Drug paraphernalia.

iv. Prescription drugs and over the counter medications, except under the following conditions:

(a) The drugs have been prescribed by an authorized and Texas licensed medical practitioner for current use (within the past 12 months) for the person in possession of the drugs and filled in accordance with the provisions of the Texas Pharmacy Act, Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code) and regulations promulgated thereunder.

(b) The drugs/medications, both prescribed and over the counter, are limited to a one day's supply, or must be kept in their original container labeled in accordance with the provisions of the applicable laws of the State of Texas and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person's ability to perform work safely.

(c) The COUNTY may require the Employee to provide documentation from the doctor stating that such use will not impair the Employee's ability to perform the essential functions of his/her position. The COUNTY reserves the right, with Employee's consent, to consult with the Employee's medical doctor to determine if a drug or medication, whether prescribed or not, produces hazardous or non-safe effects and may restrict the use of any such drug or medication accordingly on COUNTY property.

(d) Any Employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the Employee, fellow Employees or the general public, it is the Employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

B. The following conduct is prohibited by this policy:

i. Switching or altering any urine sample submitted for testing.

ii. Refusal to consent to testing. Consent is indicated by signing any form required by the COUNTY or its designated testing facility.

iii. Refusal to submit to an inspection of any desk, locker, vehicle or other COUNTY property under Employee's control when asked to do so by Department Head or Elected Official.

iv. Conviction under any criminal drug statute for a violation occurring in the workplace.

v. Failure to notify the Department Head, Elected Official or Risk Management of any arrest or conviction under any criminal drug statute, or arrest or conviction of driving while intoxicated, within five (5) days of the arrest or conviction.

vi. Failure to notify Department Head, Elected Official or Risk Management of the side affects of a prescription or non-prescription drug which may impair the Employee's behavior or physical or mental ability to safely and fully perform assigned duties.

vii. Failure to keep prescribed medicine in its original container or to provide proof of identification of drug prescriptions and prescribing physician.

viii. Failure of any COUNTY Employee to report the use or possession of an illegal drug or prohibited item by another COUNTY Employee while on duty or in a COUNTY vehicle.

5. Policy Enforcement

Because of the importance of this Policy, the COUNTY reserves the right, at all times, while on COUNTY premises and property and when circumstances warrant, to have the Department Head, Elected Official or personnel designated by COUNTY conduct reasonable searches and inspections of Employees and their personal property and effects, to include, but not limited to lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such Employees or other persons are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving or transporting any of the prohibited items and substances.

The Department Head, Elected Official or certain personnel designated by the Department Head have the right to conduct an on-the-spot search and inspection of Employees and their personal property and effects, as described above, if Department Head, Elected Official or designated personnel have a reason to believe that Employees or others, are in violation of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of the Department Head, Elected Official or such designated personnel. All Employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject Employees to disciplinary action in accordance with all COUNTY personnel policies and all applicable state law.

A search and inspection may also include and require Employees present on COUNTY property to submit to a drug and alcohol screen test. Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

(a) Post-offer, pre-employment screening to all new employees;

(b) Post-employment transfer, promotion and/or reassignment to safety-sensitive position;

(c) When the Department Head, Elected Official or personnel designated by the Department Head have reason to believe that an Employee on COUNTY property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of this policy;

(d) When an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person;

(e) When an Employee returns to active employment after a leave of absence of forty-five (45) days or more;

(f) Following an on-the-job injury requiring treatment from a physician, or, following a serious or potentially serious accident or incident, including near misses, in which safety precautions were violated, unsafe instructions or orders were given, vehicles/equipment/property was damaged, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances; or

(g) Random (Periodic and unannounced). Only COUNTY employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position will be subject to random testing. Random testing, other than to meet current specific job site requirements, will not commence until twenty-one (21) days following the date of this policy; however, applicants for employment shall be subject to testing as of the date of this policy. The search, inspection, urine and/or blood drug screening provisions herein will be performed with concern for the personal privacy of each Employee or other person, and will also apply to contract labor, when feasible.

All persons shall have the opportunity, prior to testing and at the testing facility, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained in accordance with applicable law.

This testing policy does not include and specifically excludes those Employees covered by the Hidalgo County Sheriff's Department Alcohol and Drug Testing Policy as defined therein.

6. Consequences for Violating Policy

The following violations of this policy will result in **automatic and mandatory termination** upon the first offense:

(a) Refusal to submit to a drug and or alcohol test. Consent is indicated by signing any form required by the COUNTY or the physician or laboratory collecting the specimen for testing.

(b) Confirmation of a positive result in drug testing and screening, which indicates detectable levels or identifiable trace quantities of a prohibited drug or substance.

(c) Unauthorized use or possession of alcohol when reporting for duty, while on duty or occupying any COUNTY vehicle or personal vehicle on COUNTY time, including lunch or other break periods.

Violations involving other sections of this policy will result in disciplinary action, up to and including termination, in accordance with all COUNTY personnel policies and all applicable state law. Preliminary findings of a policy violation, other than those which require automatic and mandatory termination, may require Employee be suspended, without pay, pending the results of an investigation. If the investigation clears Employee of any policy violation, then Employee will be fully reinstated, including pay, to his/her job.

An Employee who is terminated for refusing to take a drug and or alcohol test or who is terminated for having a positive drug or alcohol test will not be eligible for rehire for six (6) months.

7. Notification

Any Employee who is arrested or convicted of a drug-related offense must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Any Employee who is arrested or convicted of driving while intoxicated must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Failure to report such an offense may result in disciplinary action in accordance with all COUNTY personnel policies and applicable state law.

8. Treatment Programs and Employee Insurance

While the COUNTY does not sponsor or endorse any specific drug treatment program, such programs are available through public and private health care facilities in the area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents may provide limited coverage for expenses related to drug treatment programs. Employees may contact the Human Resources Department or refer to the plan description for details.

The COUNTY does not offer, nor require, participation in drug and alcohol abuse education and training programs. However, various public and private facilities in the area offer such programs and affected or interested employees are encouraged to seek assistance.

The County of Hidalgo Drug and Alcohol Policy
Certificate of Receipt

I have read, understand and received a copy of the County of Hidalgo Drug and Alcohol Policy, amended 1-29-07, and understand I am expected to abide by this Policy.

Name: _____

Signature: _____

Social Security Number: _____

Date: _____

Práctica Sobre Drogas y Alcohol del Condado de Hidalgo

1. Declaración de la Práctica

El Condado de Hidalgo (el "CONDADO") reconoce que el abuso del alcohol y las drogas en el trabajo se ha convertido en un grave problema. Para poder asegurar un ambiente de trabajo seguro, sano y productivo libre de drogas para todos los empleados (en forma colectiva, los "Empleados") del CONDADO y otros sobre la propiedad del CONDADO, para proteger la propiedad del CONDADO, y mantener una imagen favorable al publico y para asegurar operaciones eficientes, el CONDADO ha adoptado una práctica sobre las drogas, el alcohol y otros articulos prohibidos aplicable a todos los Empleados. Esta práctica es intencionada a cumplir con el *Drug Free Workplace Act of 1988*, el *Texas Workers Compensation Act* y todos los reglamentos aplicables emitidos por el Departamento de Transportación, conocido por sus siglas en Inglés (*"DOT"*).

Es la práctica del CONDADO mantener su propiedad y proporcionar un ambiente de trabajo libre de drogas el cual sea seguro para los Empleados y otros que tengan negocios con el CONDADO o sobre la propiedad del CONDADO y que conduzca a normas de trabajo eficientes y productivas. Esta práctica restringe que ciertos artículos y substancias sean traídas o estén presentes en la propiedad del CONDADO, incluyendo todos los edificios propiedad del CONDADO o operados por el CONDADO, las áreas de estacionamiento, los derechos de paso, los vehículos, el equipo, parques y áreas recreativas, los proyectos y lugares de construcción, los lugares de trabajo y cualquier otra área que cae bajo la jurisdicción y el control del CONDADO. Esta práctica prohíbe a los Empleados de reportarse al trabajo, que trabajen o estén presentes en la propiedad del CONDADO, durante o fuera de su turno de trabajo, teniendo niveles perceptibles o cantidades identificables de ciertas drogas y otras substancias. Sin embargo, esta práctica no está intencionada a prohibir o restringir el uso legal y responsable de alcohol en áreas recreativas del CONDADO por Empleados del CONDADO cuando estén fuera de su turno de trabajo

2. Declaración de la Práctica Sobre las Drogas y el Alcohol

El uso, la posesión, venta, producción, distribución, transferencia, dispensación, el encubrimiento, recibir, transportar, o estar bajo la influencia de cualquier artículo o substancias prohibidas (incluyendo la presencia de niveles perceptibles o cantidades identificables), según definido en la Sección 3, en la propiedad del CONDADO o mientras conduce negocios para el CONDADO, por los Empleados, es prohibido. Los Empleados no deben reportarse a trabajar o estar sobre la propiedad del CONDADO mientras estén bajo la influencia, o tengan en su posesión mientras están en la propiedad del CONDADO, cualquier artículo o substancia prohibida.

3. Definiciones

El Alcohol se define como un agente embriagante en bebida alcohólica, alcohol etílico (etanol) o cualquier otro alcohol de bajo peso molecular, incluyendo el alcohol métilico e Isopropilo.

Bajo la Influencia se define como estando incapacitado para desempeñar el trabajo de manera segura y productiva, estando en una condición física o mental que causa un riesgo a la seguridad y el bienestar de la persona, otros Empleados, el publico o la propiedad del CONDADO, y/o tener una presencia medible de una droga o substancia ilegal o prohibida en los fluidos del cuerpo a un nivel de detección mg/ml especificado por el contrato del CONDADO con un laboratorio certificado*NIDA*.

CDL se define como portadores de una Licencia Comercial de Conducir. El CONDADO requiere que ciertos Empleados mantengan una *CDL*. Los reglamentos del *DOT* (49 CFR Partes 40 y 382) requieren que el CONDADO tenga una práctica especial, obligatoria de pruebas sobre las substancias controladas y el alcohol para todos estos Empleados. Todos los procedimientos aplicables de pruebas y drogas deben llenar los requisitos del *DOT*. Una copia de los reglamentos del *DOT* estará disponible para ser inspeccionada y copiada en la Oficina de Personal.

Comisión se define como la Comisión de Servicio Civil del Condado de Hidalgo, Texas establecido de acuerdo al Código Local Gubernamental de Texas.

CONDADO es el Condado de Hidalgo, Texas, según organizado y vigente bajo la constitución y las leyes del Estado de Texas.

Convicción se define como un fallo final, no-apelable de culpabilidad ya sea por un juez o un jurado, o una suspensión de sentencia, libertad condicional o adjudicación diferida, incluyendo una defensa de *no lo contendere*.

Departamento es un CONDADO, distrito, o oficina de precinto, agencia, o directiva que tenga jurisdicción y control de funciones gubernamentales designadas.

Empleado se define como cualquier persona empleada por el CONDADO, incluyendo Oficiales Elegidos, y empleados de tiempo completo, de tiempo parcial, temporarios, probatorios y por contrato.

Jefe de Departamento es una persona nombrada como supervisor de un departamento por uno de los siguientes: La Corte de Comisionados, un Juez del CONDADO, un representante designado por la Corte de Comisionados, o un Oficial Elegido.

Oficial Elegido es una persona elegida a una posición creada por la constitución o por estatuto. El término de un Oficial Elegido es limitado por la constitución.

Perceptible se define como la presencia medible de una droga o substancia ilegal o prohibida que se encuentre en los fluidos del cuerpo a un nivel de mg/ml de detección especificado por el contrato del CONDADO con un laboratorio certificado de pruebas del Instituto Nacional de Abuso de Drogas, conocido por sus siglas en inglés ("*NIDA*"): dichos niveles deben llenar los requisitos del *DOT*.

Posición Sensible a la Seguridad se define como una posición en la cual el impedimento por drogas constituye una amenaza inmediata e directa a la salud o seguridad publica, tal como una posición que requiere que el empleado porte una arma de fuego, desempeñe procedimientos que ponen en riesgo la vida, o que trabaje con substancias controladas; una posición en la cual un impedimento por drogas constituye una amenaza inmediata e directa a la salud o seguridad del Empleado; una posición que tenga acceso a una facilidad de menores de edad; una posición en la cual el Empleado es responsable por el bienestar de un menor; o una posición en la cual un lapso momentáneo de atención podría resultar en lesiones o muerte de alguna otra persona.

Substancia Controlada se define como drogas ilegales ademas de cualquier otra substancia cubierta por las Listas I al V del *Federal Controlled Substances Act* (21 USC 801, et seq.) o el *Texas Controlled Substances Act* (Capitulo 481, *Texas Health and Safety Code*). Una substancia controlada no es autorizada si el Empleado no tiene una receta valida para esa substancia al tiempo de su uso o posesión.

4. Articulos y Conducta Prohibida

A. El uso, la posesión, venta, producción, distribución, transferencia, dispensación, el encubrimiento, recibir, transportar, o estar bajo la influencia de cualquiera de los siguientes articulos o substancias en la propiedad del CONDADO (incluyendo la presencia de niveles perceptibles o cantidades identificables) por los Empleados, es prohibido:

i. Drogas ilícitas; substancias controladas; marijuana; substancias, legales o ilegales, que alteran la mente y el estado de animo; substancias imitadoras; drogas sintéticas o falsificadas; inhalantes; y cualquier otra droga o substancia que de alguna manera afecte la seguridad, el desempeño de trabajo, la agilidad mental, la coordinación, el juicio, la reacción o que afecte la seguridad de otros en el trabajo.

ii. Bebidas alcohólicas. El consumo de bebidas alcohólicas mientras conduce o conduciendo en estado de intoxicación cualquier vehículo para atender asuntos del CONDADO o cualquier vehiculo del CONDADO en cualquier tiempo es prohibido. El consumo de alcohol en el horario del CONDADO es prohibido.

iii. Aparatos y accesorios relacionados con las drogas.

iv. Drogas que han sido recetadas y medicamentos obtenibles sin receta médica, salvo bajo las siguientes condiciones:

(a) Las drogas han sido recetadas por un doctor autorizado y con licencia para ejercer del estado de Texas para para uso en el presente (dentro de los últimos 12 meses) para la persona que tenga posesión de las drogas y que estén surtidas de acuerdo con las disposiciones del *Texas Pharmacy Act, Texas Controlled Substances Act* (Capítulo 481, *Texas Health and Safety Code*) y los reglamentos ancilares.

(b) Las drogas y los medicamentos, tanto las recetadas como las obtenibles sin receta médica, están limitadas a la cantidad necesaria para un solo día, o deben ser mantenidas en su envase original con su etiqueta de acuerdo con las disposiciones de las leyes aplicables del Estado de Texas y deben ser tomadas de acuerdo con las dosis recomendadas y precauciones de uso y en general no deben afectar la habilidad de la persona a desempeñar su trabajo de forma segura.

(c) El CONDADO puede requerir que el Empleado proporcione documentación de su doctor declarando que dicho uso no impedirá la habilidad del Empleado para desempeñar las funciones esenciales de su puesto. El CONDADO se reserva el derecho, con el consentimiento del Empleado, para consultar con el doctor del Empleado para determinar si una droga o medicamento, ya sea con receta o no, produce efectos peligrosos o inseguros y por consecuencia puede restringir el uso de dicha droga o medicamento en la propiedad del CONDADO.

(d) Cualquier Empleado que esté tomando medicamentos ya sean recetados o no será responsable de consultar con su médico y/o farmacéutico para cerciorarse si el medicamento puede interferir con el cumplimiento en forma segura de su empleo. En el caso que el medicamento podría comprometer la seguridad del Empleado, sus compañeros de trabajo o el publico en general, es la

responsabilidad del Empleado usar los procedimientos correctos de personal (por ejemplo, llamar que está enfermo, tomar tiempo por enfermedad, pedir cambio de posición, notificar su supervisor) para evitar prácticas no seguras en el lugar de trabajo.

B. La siguiente conducta es prohibida por esta Práctica:

i. Cambiar o alterar cualquier muestra de orina sometida para examinación.

ii. Rehusar consentimiento para ser examinado. El consentimiento es indicado al firmar cualquier formulario requerido por el CONDADO o su facilidad designada de exámenes.

iii. Rehusar someterse a la inspección de cualquier escritorio, armario con llave, vehículo o otra propiedad del CONDADO bajo el control del Empleado cuando se le pida por el Jefe de Departamento o Oficial Elegido.

iv. Una convicción bajo cualquier estatuto criminal sobre drogas por una violación que ocurre en el lugar de trabajo.

v. La falta de no notificar al Jefe de Departamento, Oficial Elegido o a la Dirección de Riesgos de cualquier arresto o convicción bajo cualquier estatuto criminal sobre drogas, o un arresto o convicción de conducir en estado de intoxicación, dentro de cinco (5) días del arresto o convicción.

vi. La falta de no notificar al Jefe de Departamento, Oficial Elegido o a la Dirección de Riesgos de los efectos causados por una droga ya sea recetada o no que pueda impedir el modo de actuar del Empleado o su habilidad física o mental para desempeñar en forma segura y completa sus deberes asignados.

vii. La falta de no mantener un medicamento en su envase original o proporcionar prueba o identificación de drogas por receta y del doctor que las receta.

viii. La falta de cualquier Empleado del CONDADO en no reportar el uso o la posesión de una droga ilegal o de un artículo prohibido por otro Empleado del CONDADO mientras en funciones de su trabajo o en un vehículo del CONDADO.

5. Imposición de la Práctica

Dada la importancia de esta Práctica, el CONDADO se reserva el derecho, en todo tiempo, mientras en la propiedad del CONDADO y cuando las circunstancias así lo ameritan, para que el Jefe de Departamento, Oficial Elegido o personal designado por el CONDADO, conduzca registros e inspecciones razonables de los Empleados y de su propiedad y efectos personales, incluyendo, pero no limitandose a loncheras, bolsas de mano, carpetas, equipaje, oficinas, escritorios, vestidura, y vehículos (incluyendo la cajuela, guantera, etc.) para el propósito de determinar si dichos Empleados o otras personas están usando, poseen, venden, producen, distribuyen, dispensan, encubren, reciben o transportan cualquiera de los artículos y substancias prohibidas.

El Jefe de Departamento, Oficial Elegido o cierto personal designado por el Jefe de Departamento tienen el derecho de conducir una registración e inspección no anunciada de los Empleados y de su propiedad y efectos personales, según anteriormente dispuesto, si el Jefe de Departamento, Oficial Elegido o personal designado tienen razón para pensar que los Empleados o

otros, están en violación de dicha práctica. Todas las registraciones y inspecciones conducidas por especialistas autorizados de afuera será en la presencia del Jefe de Departamento, Oficial Elegido o de su personal designado. Se espera que todos los Empleados cooperen con cualquier investigación relacionada a esta práctica. El incumplimiento al no cooperar, el proporcionar información falsa o el omitir información puede someter a los Empleados a acción disciplinaria de acuerdo con todas las prácticas de personal del CONDADO y cualquier ley estatal aplicable.

Una registración e examinación puede también incluir y requerir a los Empleados presentes en la propiedad del CONDADO a someterse a una prueba de drogas y alcohol. Las pruebas pueden ser requeridas bajo las siguientes circunstancias, sin embargo, las pruebas son mandatarias para todas las personas en las secciones (a) y (b):

(a) Una prueba posterior al ofrecimiento de empleo y antes de ser contratado a todo empleado nuevo;

(b) Una transferencia posterior al ser empleado, un ascenso y/o una re-asignación a una posición sensible a la seguridad;

(c) Cuando el Jefe de Departamento, Oficial Elegido o personal designado por el Jefe de Departamento tienen razón para pensar que un Empleado en la propiedad del CONDADO está usando o está bajo la influencia de drogas, alcohol o substancias prohibidas, o que ha habido una violación de esta práctica;

(d) Cuando un Empleado es encontrado en posesión de sospechosas drogas o substancias ilegales o prohibidas, o cuando cualquiera de estas drogas o substancias se encuentren en la área controlada o usada exclusivamente por dicho Empleado o otra persona;

(e) Cuando un Empleado regresa a trabajar en forma activa después de una ausencia extendida de cuarenta y cinco (45) días o más;

(f) Posteriormente a alguna lesión ocurrida en el trabajo que requiere tratamiento de un médico, o después de un accidente grave o potencialmente grave, incluyendo accidentes prevenidos al ultimo momento, en donde las precauciones de seguridad fueron violadas, o se emitieron instrucciones o ordenes inseguras, hubo daños a vehículos/equipo/propiedad, o se desempeñaron actos altamente arriesgados. Todas las personas involucradas y dentro de la área inmediata del incidente pueden tener su orina y/o sangre examinada. Si es imposible o no práctico, dada la condición física de la persona o personas involucradas en el accidente, para tomar una prueba de orina y/o de sangre, y si acaso en el tratamiento posterior médico de la persona serán tomadas muestras de sangre, entonces la sangre será analizada para detectar la presencia de drogas, alcohol y otras substancias prohibidas; o

(g) De forma casual (Periódicamente y sin previo aviso). Solamente los Empleados del CONDADO que son requeridos a poseer una *CDL* para desempeñar sus labores y/o cada empleado que trabaje en un trabajo clasificado como una posición sensible a la seguridad estarán sujetos a la examinación casual. La examinación casual, al menos que no sea para enfrentar requisitos especificos en el lugar de trabajo, no darán comienzo hasta veintiún (21) días después de la fecha de esta práctica; sin embargo, los que aplican para empleo estarán sujetos a ser examinados en la fecha de esta práctica. Las disposiciones aquí dispuestas sobre la registración, inspección, y pruebas de orina y/o sangre parar detectar la presencia de drogas serán conducidas con preocupación por

la privacidad personal de cada Empleado o otra persona, y también aplicaran a trabajadores por contrato, cuando sea posible.

Todas las personas tendrán la oportunidad, previamente a ser examinados y en la facilidad de examinación, para anotar todas las drogas recetadas en forma médica o no, que ellos han utilizado en los últimos treinta (30) días y para explicar las circunstancias que acompañan el uso de dichas drogas. Todos los registros que contienen información médica serán mantenidos de acuerdo con la ley aplicable.

Esta norma de examinación no incluye y en forma específica excluye aquellos Empleados cubiertos bajo la Práctica de Prueba de Alcohol y Drogas del Departamento del Alguacil del Condado de Hidalgo según se define en ella.

6. Consecuencias por Violar la Práctica

Las siguientes violaciones a esta práctica resultaran en la **terminación automática e forzosa** bajo la primer ofensa:

(a) El rehusarse a someterse a una prueba de droga y/o alcohol. El consentimiento es indicado al firmar cualquier forma requerida por el CONDADO o por el doctor o laboratorio colectando la muestra para la prueba.

(b) La confirmación de un resultado positivo a la prueba de droga, lo cual indica niveles perceptibles o cantidades identificables de cualquier droga o substancia prohibida.

(c) El uso o la posesión no autorizada de alcohol cuando se reporta a trabajar, mientras esté trabajando u ocupando cualquier vehículo del CONDADO o de uso personal en tiempo del CONDADO, incluyendo los periodos de descanso y de comida.

Las violaciones que involucren otras secciones de esta práctica resultaran en acción disciplinaria, incluyendo el ser despedido, de acuerdo con todas las prácticas de personal del CONDADO y todas las leyes estatales aplicables. El encuentro preliminar de una violación a la práctica, que no sea aquellas que requieren terminación automática e forzosa, puede requerir que el Empleado sea suspendido, sin pago, pendiente los resultados de una investigación. Si la investigación aclara al Empleado de cualquier violación a la práctica, entonces el Empleado será completamente reinstalado a su trabajo, con pago.

Un Empleado que es terminado por rehusarse a tomar un examen de droga o alcohol o quien es terminado por tener un resultado positivo a un examen de droga o alcohol no será elegible para ser empleado de nuevo por un periodo de seis (6) meses.

7. Aviso

Cualquier Empleado que es arrestado o convicto de cualquier ofensa relacionado a las drogas debe reportar el arresto o la convicción a su Jefe de Departamento, Oficial Elegido o la Dirección de Riesgos dentro de cinco (5) días después de la convicción. Cualquier Empleado que sea arrestado o convicto de conducir en estado de intoxicación tiene que reportar el arresto o convicción a su Jefe de Departamento, Oficial Elegido o a la Dirección de Riesgos dentro de cinco (5) días de la convicción. El faltar en reportar tal ofensa puede resultar en acción disciplinaria de acuerdo con todas las normas de personal del CONDADO y las leyes estatales aplicables.

8. Programas de Tratamiento y Seguro del Empleado

Mientras el CONDADO no auspicia o respalda algún programa específico de tratamiento de drogas, dichos programas son disponibles por medio de facilidades en el sector publico y privado en esta área. Los Empleados afectados son animados a buscar asistencia para ellos mismos y para sus dependientes. El seguro médico ofrecido a los Empleados y a sus dependientes puede proporcionar cobertura limitada para gastos relacionados con programas de tratamiento de drogas. Los Empleados pueden comunicarse con el Departamento de Recursos Humanos o referirse a la descripción del plan para detalles.

El CONDADO no ofrece, ni requiere, la participación en programas de educación y entrenamiento sobre el abuso de drogas y alcohol. Sin embargo, varias facilidades en el sector publico y privado en esta área ofrecen dichos programas y aquellos Empleados afectados o interesados son animados a buscar asistencia.

Certificado de Recibo
De la Práctica Sobre Drogas y Alcohol del Condado de Hidalgo

Yo he leído, comprendo y he recibido una copia de la Práctica Sobre Drogas y Alcohol del Condado de Hidalgo, enmendado 1-29-07, y entiendo que se supone que yo cumpla con esta Práctica.

Nombre: _____

Firma: _____

Numero de Seguro Social: _____

Fecha: _____

(Exhibit F.)

ABSENCE CONTROL POLICY

An employee's combined authorized leave, paid or unpaid, from whatever source (excluding leave authorized by the Family and Medical Leave Act), may not exceed fourteen (14) weeks in any rolling 12 month period ("Maximum Leave"). Absence from work during any period for which the employee's absence is charged against Family and Medical Leave may not be included in the computation of Maximum Leave. (In other words, if any of the employee's absences are associated with leave granted under the Family and Medical Leave Act, such employee's maximum combined authorized leave, paid or unpaid, continuous or intermittent, may not exceed 26 weeks in any rolling 12 – month period.) Any employee who does not return to work after the employee's Maximum Leave has been exhausted (whether such leave if continuous or intermittent), regardless of the reason, will be subject to an Administrative Separation from employment and any accrued annual leave and/or compensatory time (FLSA – covered employees) will be paid to the employee in a lump sum.

This policy does not affect a separation of employment for unauthorized absences nor does this policy override any statutory or constitutional provisions which may affect a law enforcement officer injured in the line of duty or an employee called to military duty by a proper authority. (Adopted April 12, 2005)

DEFINITIONS:

Administrative Separation means dismissal of an employee who does not return to work after the employee's Maximum Leave has been exhausted (whether such leave if continuous or intermittent). If an employee is dismissed because of an Administrative Separation, no cause other than the dates of absence need to be cited and the sole basis of a grievance is the inaccurate computation of Maximum Leave (Adopted April 12, 2005)

(Exhibit G.)

Hidalgo County
IDENTIFICATION BADGE POLICY

I. PURPOSE

Hidalgo County is committed to providing a safe and secure workplace for all employees. As part of this goal, the County is instituting an identification badge system for County employees.

This policy specifically applies to the County Identification Badge which will be issued to all county employees. The Identification Badge Policy serves the dual purpose of readily identifying County employees and other authorized personnel, while providing measured protection against unauthorized personnel and intruders from entering designated secure work areas. The system is effective only if there is active cooperation and compliance by all employees at all times. Any laxity in compliance and enforcement subjects the entire system to failure.

In the best interests of the County and to make identification as easy as possible, one standard will be implemented Countywide. The Human Resources Department will provide Identification Badges for all Departments. Departments that have existing identification badge systems in place will have three months from the date of the implementation of this policy to replace their badges to the official County badge and destroy their previous badges.

This identification will also validate employee identity on the countywide time and attendance system, TAAP, and provide access to county buildings through keyless entry. Implementation of the keyless entry system will begin with the New Administration Building and continuing to other areas as funds become available. This system will eventually replace any existing entry access system and will become the county standard.

A. Elected Officials/Department Heads

Elected Officials/Department Heads shall ensure that this Policy is fully implemented and adapted to the needs of their departments and work locations. Elected Officials/Department Heads shall ensure that the requirements of this policy are enforced for their department. Elected Officials/Department Heads will need to provide a list to the Human Resources Department of permanent full and part time employees who will have keyless access to buildings and designated interior areas.

B. Managers and Supervisors

It shall be the direct responsibility of Managers, Supervisors, and other assigned personnel, that are designated in writing by their Department Head, to enforce the requirements of this policy.

C. All Employees

The County requires appropriate display of employee Identification Badges at all times by all employees on any County work site, with an exception for law enforcement

II. CONTROL AND ISSUANCE OF BADGES

A. Employee Identification Badges

1. Description of Badges: The employee badge consists of a hard plastic card, which on the face reflects the county name, department name, an accurate photograph of the employee, the employee's first and last name, department telephone number, and employee ID number. In a growing effort to provide access control throughout the County, ID Badges will be printed on proximity cards. Each card will have a unique code and will provide access through particular doors and other controlled areas, on an as needed basis. The Human Resources Department will coordinate with the appropriate departments in order to program the proximity cards for entry into designated locations. Note that not all doors will have electronic access. Most internal doors will continue to have regular locks that require keys. Because the card holds permission to gain access to particular doors, the ID Badge must be protected from non-authorized persons.

When a badge is damaged, lost, stolen or misplaced, the employee must immediately report the incident to the department head and to the departmental timekeeper. The department will in turn immediately notify the Human Resources Department through an official form. The County requires that both the employee and department head sign the official form. The proximity card system provides significant advantages over a lost key, as the system can maintain its integrity by deactivating this card in the database, therefore reporting of lost badges is essential.

Identification badges will only be re-issued if the identification badge is damaged, lost, stolen, misplaced, or the appearance of the employee changes to the degree that the photograph is not a recognizable resemblance of the employee. The issuing office must immediately destroy any replaced Identification Badge.

1. Upon initial implementation of this Policy, all incumbent employees will be issued Identification Badges. Following implementation, new employees will be issued badges during enrollment.

2. Identification Badges will be issued by the Human Resources Department.

3. The Human Resources will schedule to have picture taken. Employees will sign an acknowledgment form signifying receipt and acceptance to abide by Identification Badge policy. Human Resources will then issue the employee the identification badge.

4. Badges are the property of the County. On a terminating or retiring employee's last workday, the employee's supervisor shall require the employee to surrender the badge, and the supervisor shall return the badge to the Human Resources Department.

5. An Employee who is on extended leave (30 days or more) will be required to turn in his or her Identification Badge to the supervisor pending return to work.

6. Each Employee must not have more than one County Identification Badge in his or her possession at any one time.

III. REQUIREMENTS AND ENFORCEMENT

A. Employee Identification Badge The County expects all employees to fully comply with all provisions of this policy. Management staff and supervisors must enforce all provisions.

1. Employees must wear their Identification Badge at all times. Employees must prominently display their Identification Badges on the front of the employee between the neck and above the hips; in a configuration, such that the entire face of the badge is clearly visible to any other person. The employee must either clip the Identification Badge to a piece of outer clothing, or wear the Identification Badge around their neck on a chain or necklace. The County strictly prohibits any employee from defacing or altering their Identification Badge with stickers, decals, markings, or by any other means. For safety, employees performing certain jobs, such as maintaining or operating equipment, or any other potentially hazardous activity should either clip the ID badge to their clothing or put the badge in their pocket.

2. Each Employee is responsible for safeguarding his or her own Identification Badge, and must immediately report any lost Identification Badge to their supervisor and the departmental timekeeper.

3. Any employee that does not comply with this policy will be subject to disciplinary action.

IV. IDENTIFICATION BADGE HOLDER RESPONSIBILITIES

- Do not lend your Identification Badge to anyone.
- Do not allow unauthorized individuals into any secure area.
- Ensure that all external access points are properly secured.
- Do not leave badge on dash of vehicle or other locations where exposed to extreme temperatures.
- Do not fold, bend, pry open or mutilate your Identification Badge.
- Do not use your identification badge improperly.
- Do not leave your identification badge unattended.
- Immediately notify your Elected Official/Department Head if your Identification Badge is no longer in your possession.
- Immediately notify your Elected Official/Department Head of any difficulties or problems with any Identification Badge.

assignments that require anonymity. For the purpose of this Policy, employees include permanent full time, permanent part-time and temporary employees.

(Exibit H.)

SICK LEAVE POLICY

APPROVED BY COMMISSIONERS' COURT 9/25/07

'7.136
Hidalgo County provides employees with sick leave to be granted when they are unable to perform their duties for (1) non-job related health illness; injury; pregnancy; childbirth or related medical conditions; or (2) when absent for the purpose of obtaining health-related services not available outside or regular working hours, such as medical, dental or optical appointments. An employee may use sick leave for illnesses, injuries or health appointments of family members when the employee's presence is required. Office and departments may require employees to request sick leave in advance for prearranged doctor's appointments, whenever possible.

For purposes of taking regular sick leave with pay, the following persons are considered family members:

- An individual who resides in the same household as the employee and is the employee's child (including stepchild or foster child legally placed by a State agency), spouse, father, mother, grandfather or grandmother, or grandchild; and

- A minor child of the employee and the employee's father or mother regardless of whether the child, father or mother lives in the same household.

Sick leave accrued prior to September 25, 2007 may be used prospectively for the care of family members as defined above. However, any vacation time, compensatory time or other form of time which may have been used by an employee for the care of a family member, prior to September 25, 2007, may not be converted to sick leave in order to recoup other forms of leave already used.

'7.139
All employees must furnish their Elected Official/Department Head with a written physician's statement indicating the onset and duration of the illness prior to returning to work when the employee has used sick leave for a period of three (3) or more consecutive days. A physician's statement is also required for any physical injury, regardless of length, which prevents the employee from performing his/her assigned duties. Employees who do not submit a physician's statement in a timely manner may not be granted sick leave for that period.

When a pattern of sick leave abuse is suspected, an Elected Official/Department Head may require, on a case-by-case basis, a written doctor's statement for any illness, regardless of duration, as well as for medical and dental appointments. Abuse of sick leave includes any employee's use of sick leave for any purpose other than those set out in these rules.

'7.145 INAPPROPRIATE USE OF SICK LEAVE

In the event that a legitimate need for the use of sick leave cannot be established to the satisfaction of the office or department, any unauthorized leave time taken shall be deducted from another available leave account or the employee's salary should be adjusted for the time taken if no other leave is available. Abuse of sick leave may also result in disciplinary action or termination.

'7.217

A County and or District employee, who retires, resigns or is terminated from County and/or District employment, whether or not such employee is a member of the Sick Leave Pool, may contribute up to eighty (80) hours of such employee's accrued, but unused sick leave. to the Sick Leave Pool. All departing employees shall be informed both verbally and in writing about their right to donate unused sick leave hours to the Sick Leave Pool prior to separation. Departing employees shall be given the necessary paperwork to make a donation to the Sick Leave Pool if they so choose. Donations of sick leave to the Sick Leave Pool are strictly voluntary and are at the sole discretion of the departing employee.

AI-32084 **Budget and Management 22. A. 1.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Sergio Cruz **Submitted By:** Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 Road Maintenance (1200):
Approval of 2012 appropriation of funds into Precinct #4 Road Maintenance (program 007) in the amount of $69,594.70.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 4-26-12.
Appropriation from Rd Maintenance (1200) fund balance.
Approval of 2012 appropriation of funds in the amount of $69,594.70 into Pct #4 Rd Maint

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 02:55 PM
Manuel Chapa	Manuel Chapa	04/26/2012 08:41 AM
Auditor's Office	Arcilia Duran	05/03/2012 09:55 AM
Purchasing Department	Marty Salazar	05/03/2012 01:29 PM

Form Started By: Jr. Munoz Started On: 04/25/2012 02:40 PM

Final Approval Date: 05/03/2012

DATE: May 7, 2012

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Road Maintance

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

Contact Person: Rumaldo Munoz , **Ph#** (956) 383-3112 ext. 4002

2012

Appropriation

Agenda Item 32084

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1200-431-00-124-007-0-432	Equip & Veh R&M Srv	11,294.70
2-1200-431-00-124-007-0-425	Pest Control	300.00
2-1200-431-00-124-007-0-664	Other Minor Equipment	2,000.00
2-1200-431-00-124-007-0-672	Equipment & Veh R&M Supplies	30,000.00
2-1200-431-00-124-007-0-673	R&B R&M Supplies	20,000.00
2-1200-431-00-124-007-0-711	Right-of-way	6,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**69,594.70**

REASON: To cover expenditures for 2012

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-32216 **22. A. 2.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted For: Constable Pct. 4 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4 (1284):
Approval of appropriation of the FY2011 Operation Stonegarden Grant funds for the Constable Precinct No. 4 in the total amount of $14,695.69.

BACKGROUND

Grant award number EMW-2011-SS-0019

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-421-00-294-047-4-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of acceptance of the FY 2011 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the amount of $800,817.00 (REF: AI 32136 CC 05/08/11- Sheriff's Office for certification of revenues)

Revenue acct #2-1284-331-12-294-047-4-000

Attachments

APPROPRIATION

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	05/04/2012 09:28 AM
Budget & Management	Merlen P. Munoz	05/04/2012 10:23 AM
Ivan Cantu	Ivan Cantu	05/04/2012 11:22 AM
Auditor's Office	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Sylvia Solis Started On: 05/03/2012

Final Approval Date: 05/04/2012

DATE: May 3, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Constable Precinct No. 4

ACCOUNT NUMBER: 2-1284-421-00-294-047-4-XXX OPERATION STONEGARDEN

Contact Person: Sylvia Solis **Ph#** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1284-421-00-294-047-4-131	CONST.PCT NO. 4- OPERAT. STONEGARDEN	OVERTIME	12,096.21
2-1284-421-00-294-047-4-220	CONST.PCT NO. 4- OPERAT. STONEGARDEN	FICA	1,299.48
2-1284-421-00-294-047-4-230	CONST.PCT NO. 4- OPERAT. STONEGARDEN	RETIREMENT	1,239.52
2-1284-421-00-294-047-4-250	CONST.PCT NO. 4- OPERAT. STONEGARDEN	UNEMPLOYMENT	60.48
2-1284-331-12-294-047-4-000	CONST.PCT NO. 4- OPERAT. STONEGARDEN	REVENUES	14,695.69
		TOTAL BUDGET INCREASE (DECREASE)	**14,695.69**

REASON: TO APPROPRIATE THE THE FY 11 OPERATION STONEGARDEN PROGRAM GRANT FUNDS AWARDED TO THE CONSTABLE PCT NO. 4 OFFICE BY THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32096 **Budget and Management 22. A. 3.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

County Wide Mechanic Shop (1200):
Approval of 2012 appropriation of funds into County Wide Mechanic Shop (program 004) in the amount of $37,183.03.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds from R&B unreserved fund balance in the amount of $37,183.03.

Fund balance available as of 4/27/12.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 09:36 AM
Erika Zamora	Erika Zamora	04/27/2012 03:47 PM
Auditor's Office	Arcilia Duran	05/03/2012 09:58 AM
Purchasing Department	Marty Salazar	05/03/2012 01:30 PM

Form Started By: Marcie Jackson Started On: 04/25/2012 04:56 PM

Final Approval Date: 05/03/2012

DATE: May 8, 2012

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: County Wide Shop

ACCOUNT NUMBER: 2-1200-431-00-122-004-0-XXX

Contact Person: Marcie Jackson **Ph#:** 787-1891

2012
Appropriation

AI-32096 5/8/12

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1200-431-00-122-004-0-425	CW MECH SHOP-PEST CONTROL	200.00
2-1200-431-00-122-004-0-432	CW MECH SHOP-EQUIP&VEH R&M SRV	1,000.00
2-1200-431-00-122-004-0-601	CW MECH SHOP-OFFICE & COMPU SUPPL	200.00
2-1200-431-00-122-004-0-604	CW MECH SHOP-MEDICAL & LAB SUPPL	100.00
2-1200-431-00-122-004-0-622	CW MECH SHOP-ELECTRICITY	400.00
2-1200-431-00-122-004-0-640	CW MECH SHOP-REFERENCE MATERIALS	200.00
2-1200-431-00-122-004-0-665	CW MECH SHOP-MINOR COMPUTER EQUIPMENT	5,000.00
2-1200-431-00-122-004-0-667	CW MECH SHOP-MINOR SOFTWARE	2,000.00
2-1200-431-00-122-004-0-679	CW MECH SHOP-OTHER R&M SUPPLIES	500.00
2-1200-431-00-122-004-0-890	CW MECH SHOP-OTHER	27,583.03
	TOTAL BUDGET INCREASE (DECREASE)	$ 37,183.03

REASON: Appropriation of funds from R&B unreserved fund balance to fund future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-31723 **Purchasing Department 23. A. 4.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Marty Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of lowest bid received as detailed in the tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request of Bid (RFB) titled: Hidalgo County-"Lease/Rental of Vehicles" through project no. 2012-030-02-29-SGS.

BACKGROUND

1. Current contract will expire on May 22, 2012.
2.Contract will commence on May 23, 2012.
3.Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1291-412-00-270-003-1-442

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

BUDGETARY IMPACT:

HIDTA- $9,000.00 as of 5/4/12

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-442

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

BUDGETARY IMPACT:

S.O. - $2,190.00 as of 05/04/12

FISCAL YEAR: 2012 **ACCT. #:** 2-1220-421-00-280-004-0-442

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

BUDGETARY IMPACT:

S.O. $ 00.00 as of 5/4/12 Dept will request a line item transfer, at the time the account will be utilized

Attachments

Packet for award

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/27/2012 01:33 PM
Budget & Management	Merlen P. Munoz	04/27/2012 02:17 PM
Ivan Cantu	Ivan Cantu	05/04/2012 12:59 PM
Auditor's Office	Arcilia Duran	05/04/2012 02:37 PM
Form Started By: Sandy Suarez		Started On: 03/30/2012 01:41 PM

Final Approval Date: 05/04/2012

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
MAR 19 2012
By M.O.
1014

MEMORANDUM

TO: Dora Munoz, Commander
Hidalgo County Task Force

ATTN: Sonia Lopez, Admin. Assistant

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: March 16, 2012

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2012-030-02-29-SGS-Hidalgo County -"LEASE/RENTAL OF VEHICLES"

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, March 22, 2012 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, April 10, 2012.

Indicate the name Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS: Enterprise

Request Enterprise employees stop use of driver's personal address be used for billing purposes, when payments have not been recieved.

Budget Acct No.: 2-1291-412-00-270-003-1-442

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Dora L. Munoz, Commander	HIDTA	03-19-2012

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
MAR 21 2012
By 10:08

MEMORANDUM

TO: **Anacleto Martinez, Chief Deputy**
Hidalgo County Sheriff's Office

ATTN: Richard Ozuna, Lt. III / Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: March 16, 2012

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2012-030-02-29-SGS-Hidalgo County -"LEASE/RENTAL OF VEHICLES"

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, March 22, 2012 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, April 10, 2012.**

Indicate the name of the Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:	Please AWARD TO ENTERPRISE RENT A CAR.
	2-1220-421-00-280-004-0 - 442
Budget Acct No.:	2-1100-421-00-280-001-0 - 442

A"Sonny" Martinez	HCSO	3-20-12
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

O.K.
rh

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET- 2 RESPONDENTS

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF BID: Lease/Rental Of Vehicles

BID NO.: 2012-030-02-29-SGS | **BUYER:** SANDY SUAREZ

BID OPENING DATE: FEBRUARY 29, 2012 | **TIME:** 9:30 A.M.

Description of Vehicle:	1. ENTERPRISE RENT A CAR					2. CAPPS VAN & CAR RENTAL				
	Daily Total	Weekly Total	Monthly Total	Long Term With Insurance	Long Term Without Insurance	Daily Total	Weekly Total	Monthly Total	Long Term With Insurance	Long Term Without Insurance
Compact - i.e. Escort, Neon, Cavalier; or similar models	$36.50	$ 219.00	$ 803.00	$ 750.00	$ 600.00	NO BID	NO BID	NO BID	NO BID	NO BID
Intermediate - i.e. Grand Am, Stratus, Sonata, 626; or similar models	$ 38.50	$ 231.00	$ 847.00	$ 775.00	$ 625.00	NO BID	NO BID	NO BID	NO BID	NO BID
Full-Size Vehicle (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 40.50	$ 243.00	$ 891.00	$ 800.00	$ 675.00	NO BID	NO BID	NO BID	$ 1,145.00	$ 895.00
Minivan - i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 55.00	$ 336.00	$ 1,232.00	$ 1,100.00	$ 900.00	NO BID	NO BID	NO BID	NO BID	NO BID
Midsize SUV 2 or 4 wheel drive - i.e. Blazer, Explorer, Cherokee; or similar models	$ 60.00	$ 360.00	$ 1,320.00	$ 1,100.00	$ 950.00	NO BID	NO BID	NO BID	NO BID	NO BID
Large SUV 2 or 4wheel drive - i.e. Suburban, Excursion, Expedition; or similar models	$ 99.00	$ 594.00	$ 2,178.00	$ 1,800.00	$ 1,550.00	NO BID	NO BID	NO BID	$1,600.00	$ 1,350.00
Full size Van - i.e. Passenger, Econoline F150, 250, 350; or similar models	$ 99.00	$ 594.00	$ 2,178.00	$ 1,800.00	$ 1,550.00	NO BID	NO BID	NO BID	NO BID	NO BID
Midsize Pickup single or double cab 2 or 4 wheel drive - i.e. Ranger, S-10; or similar models	$ 50.00	$ 300.00	$ 1,100.00	$ 975.00	$ 800.00	NO BID	NO BID	NO BID	NO BID	NO BID
Large Pickups single or double cab 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$ 65.00	$ 390.00	$ 1,430.00	$ 1,250.00	$ 950.00	NO BID	NO BID	NO BID	$1,245.00	$ 995.00
	Unlimited miles on daily & weekly rates **3,ooo free miles on monthly & long term rentals** **Long term rental with Insurance – No Deductible** • 24 hr. Roadside Assist. Toll free number:1- 800-307-6666 • Location of Fleet: Edinburg, TX.- no delivery charge					**Long term miles- free up to 1500 miles - over $ 0.25** **Long term rental with Insurance - $1,000.00 Deductible** • 24 hr. Roadside Assist. Toll free number: 1-800-969-9329 • Location of Fleet: San Antonio, TX.				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: February 29, 2012 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY-LEASE/ RENTAL OF VEHICLES"
BID NO.: 2012-030-02-29-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
CAPPS Rent A Car Inc Mat Brading,	BL EMail	Sandy Suarez	02/13/2012	Houston, TX. Brading@Gocapps.Com
Enterprise Rent A Car Gilberto Gonzalez	BL IP	Sandy Suarez	02/14/2012	956-227-6149 -local Gilberto.gonzalez@erac.com
Lone Star John Montgomery	BL Email	Sandy Suarez	02/13/2012	john.montgomery@lonestarchevrolet.com
Union Leasing Trust Fred Bulterman	BL Email	Sandy Suarez	02/13/2012	fred@unionleasing.com 2/16/12 will not be submitting an offer.
Muncipal Services Group Donna J. Mount	BL Email	Sandy Suarez	02/13/2012	donnam@munibank.com
Mac Haic Ford Tim Smith	BL Email	Sandy Suarez	02/13/2012	tsmith@machaikflm.com
Penske Steven J. Tuleya	BL Email	Sandy Suarez	02/13/2012	steve.tuleya@penske.com
Capps Van and Truck Rental Bryan Hughes Director of Operations	Email	Sandy Suarez	02/13/2012	8555 John Carpenter Fwy Dallas, TX 75247 C 214.457.7900 O 214.630.6300 x 013 F 866.669.7199 hugh@gocapps.com
Allstate Leasing Brent Z. Baron	E-mail	Sandy Suarez	02/14/12	9428 Reisterstown Road Owings Mills, Maryland 21117 P 410-363-6500 F 410-363-9532 bbaron@allstateleasing.com
Mac Haik Ford Lincoln Rick Krause Commercial Acct. Mgr.	E-mail	Sandy Suarez	02/15/12	7201 S IH35 Georgetown, TX. 78626 P 512-930-3673 C 512-423-5839 F 512-930-6340 RKraus@machaikflm.com
South Texas Freightliner Eddie Vaughan	E-mail	Sandy Suarez	02/16/12	3103 N Cage Blvd Pharr, TX. 78577 956-782-8202 x13 edvaughan@sbcglobal.net
Prime Vendor Inc.	E-mail	Sandy Suarez	02/16/12	4622 Cedar Avenue, Ste 123 Wilmington, N. C. 28403-4429 P 800-746-9554 F 800-746-8307 Bids17@prime-vendor.com
Philpott Motors Jarrod Runnels	E-mail	Sandy Suarez	02/17/12	P 888-973-5338 x 6521 F 409-724-0886 Jarrod.runnels@philpottmotors.com krunnels@gt.rr.com
Acme Auto Leasing Erin Maturo	E-mail	Sandy Suarez	02/22/12	P 203-234-6899 x 118 C 203-627-1436 F 203-234-6850 ematuro@acmeautoleasing.com

***VIA:**
IN PERSON (IP) TELEPHONE REQUEST (TR), BIDDER LIST MAIL OUT (BLM) E-MAIL (EM) FACSIMILE (FAX)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-030-05-08

THIS CONTRACT is made and entered into this 8th day of May ,2012 by and between the **County of Hidalgo, Texas** ("County"), and Enterprise Holding, Inc. ("Company").

WHEREAS, Company responded to request for bids for the "Lease/Rental of Vehicles"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**, for a period of one (1) year term with the County's option to extend for an additional two (2) additional one (1) year terms under the same rates, terms and conditions. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

RFB Packet within **Hidalgo County** following a request for Services by the **County** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **May 23, 2012** and ending, **May 22, 2013** and may be extended at the sole discretion of County for an additional two (2) one (1) year periods under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and

incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Enterprise Holding, Inc.**
Attn: Gilberto Gonzalez, Business Rental Sales Executive
615 S. Closner Road
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of_____, 2012.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company: Enterprise Holdings, Inc.

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 13, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"LEASE/RENTAL OF VEHICLES"**
Bid No: 2012-030-02-29-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

"Lease/Rental of Vehicles"

RFB NO: 2012-030-02-29-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 13, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES-"

RFB No.: 2012-030-02-29-SGS

Bid No: 2012-030-02-29	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x-4860

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

BID OPENING DATE:

February 29, 2012

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "LEASE/RENTAL OF VEHICLES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2012-030-02-29-SGS- HIDALGO COUNTY - "LEASE/RENTAL OF VEHICLES"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 29, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2012-030-02-29-SGS RFB-HIDALGO COUNTY – "LEASE/RENTAL OF VEHICLES".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY - "LEASE/RENTAL OF VEHICLES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 29, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be

considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty days written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

BID NO.: 2012-030-02-29-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES-"

RFB No.: 2012-030-02-29-SGS

EXHIBIT "A"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
RFB NO.: 2012-030-02-29-SGS

SCOPE:

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to County departments including, but not limited to the following:

SPECIFICATIONS:

1. All mentioned vehicles are subject to being equal or better.

2. The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.

3. If you are an out of town vendor, any vehicle acquired by the County will be delivered to the requesting County Department, F.O.B destination.

4. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.

5. Vendor will provide clean and well maintained vehicles to Hidalgo County; vendor will also provide all maintenance services to keep vehicles in top working order. This includes, but is not limited to: oil changes and tire rotation as needed.

6. Permit Hidalgo County, on long term lease/rentals (six (6) months or more) to "tint" windows at its own cost and remove said "tint" prior to the return of the vehicles.

7. Permit lease/rental vehicles to be traded in/out every six (6) months and up to two (2) more times per year.

8. Depending on vendor fleet availability, lease/rentals should be new.
   Used vehicles should have an odometer reading of no more than 5,000 miles.

VEHICLES- AS LISTED BELOW:

Description of Vehicles:
Compact - i.e. Escort, Neon, Cavalier; or similar models
Intermediate - i.e. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan - i.e. Montana Voyager, Windstar, Astro Caravan; or similar models

Full size Van - i.e. Passenger, Econoline F150 250 350; or similar models
Midsize SUV 2 or 4 wheel drive- i.e. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4wheel drive – i.e. Suburban, Excursion, Expedition; or similar models
Midsize Pickup single or double cab 2 or 4 wheel drive – i.e. Ranger, S-10; or similar models
Large Pickup single or double cab 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500 2500 3500;or similar models

TERMS AND CONDITION:

1. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.

2. The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.

5. Hidalgo County reserves the right to award the bid to **one (1)** or to **multiple** bidders, which ever the County determines it is in its best interest to do so.

6. **Include** Insurance coverage for all lease/rental vehicles in your Bid Price. For long term (6 months or longer include prices with and without Insurance coverage, (see Exhibit "B"-Bid Page). **Hidalgo County will have the option to utilize its own insurance on any long term lease/rentals of (six (6) months or longer), if it is deemed in Hidalgo County's best interest to do so.**

7. Hidalgo County must also be named as an **additional insured as part of the lease/rental costs.** Insurance requirements for this project are to be maintained throughout the contract term (Refer to Limits on the Exhibit "C" for limits).

8. The County reserves the right to reject all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

9. Any contract awarded to a successful bidder will be in effect until (a) contract expires, (b)

delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

10. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "**as needed basis**". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.

11. After bid is awarded and successful awarded contractor defaults in meeting the general Instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

12. Bidder (s) agrees that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or services to Hidalgo County.

13. **Name Brands**: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

14. **All costs and expenses associated with the preparation and submission of (bids, proposals, statement of qualifications and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 22, 2012 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 24, 2012 by 5:00 P.M.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

EXHIBIT "B"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES
RFB NO.: 2012-030-02-29-SGS

BID PAGE

(COMMODITY CODE: 975-14-40)

				Long Term pricing (6 month or longer) must be with and without Insurance.	
Description of Vehicle: *Insurance coverage must be included in Bid Prices*	**Daily Total plus free miles**	**Weekly Total plus free miles**	**Monthly Total plus free miles**	**Long Term plus free miles With Insurance**	**Long Term plus free miles Without Insurance**
Compact - i.e. Escort, Neon, Cavalier; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Intermediate - i.e. Grand Am, Stratus, Sonata, 626; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Full-Size Vehicle (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Minivan - i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Midsize SUV 2 or 4 wheel drive - i.e. Blazer, Explorer, Cherokee; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Large SUV 2 or 4wheel drive - i.e. Suburban, Excursion, Expedition; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Full size Van - i.e. Passenger, Econoline F150, 250, 350; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Midsize Pickup single or double cab 2 or 4 wheel drive - i.e. Ranger, S-10; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles
Large Pickups single or double cab 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$ Miles	$ Miles	$ Miles	$ Miles	$ Miles

- **24 hour Roadside assistance toll free Phone number #**_____
- **Location of Fleet:** _____

EXHIBIT "B"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES
RFB NO.: 2012-030-02-29-SGS

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE:_____

PHONE No: _____ CELLULAR No: _____

FAX No. _____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E L. EACH ACCIDENT	$
					E L. DISEASE-EA EMPLOYEE	$
					E L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The prograr strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

RFB No.: 2012-030-02-29-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES
RFB NO.: 2012-030-02-29-SGS

OPENED 10:00 2-29-12 Witnessed

BID PAGE

(COMMODITY CODE: 975-14-40)

Description of Vehicle: *Insurance coverage must be included in Bid Prices*	Daily Total plus free miles	Weekly Total plus free miles	Monthly Total plus free miles	Long Term pricing (6 month or longer) must be with and without Insurance. Long Term plus free miles With Insurance	Long Term plus free miles Without Insurance
Compact - i.e. Escort, Neon, Cavalier; or similar models	$ 36.50 Miles Unlimite	$ 219 Miles unlimite	$ 803 Miles 3,000 mil	$ 750.00 Miles 3,000 miles	$ 600.00 Miles 3,000
Intermediate - i.e. Grand Am, Stratus, Sonata, 626; or similar models	$ 38.50 Miles	$ 231.00 Miles	$ 847.00 Miles	$ 775.00 Miles	$ 625.00 Miles
Full-Size Vehicle (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 40.50 Miles	$ 243.00 Miles	$ 891.00 Miles	$ 800.00 Miles	$ 675.00 Miles
Minivan - i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 56.00 Miles	$ 336.00 Miles	$ 1,232 Miles	$ 1,100.00 Miles	$ 900.00 Miles
Midsize SUV 2 or 4 wheel drive - i.e. Blazer, Explorer, Cherokee; or similar models	$ 60.00 Miles	$ 360.00 Miles	$ 1,320 Miles	$ 1,100.00 Miles	$ 950.00 Miles
Large SUV 2 or 4wheel drive - i.e. Suburban, Excursion, Expedition; or similar models	$ 99.00 Miles	$ 594 Miles	$ 2,178 Miles	$ 1,800.00 Miles	$ 1,550.00 Miles
Full size Van - i.e. Passenger, Econoline F150, 250, 350; or similar models	$ 99.00 Miles	$ 594.00 Miles	$ 2,178 Miles	$ 1,800.00 Miles	$ 1,550.00 Miles
Midsize Pickup single or double cab 2 or 4 wheel drive - i.e. Ranger, S-10; or similar models	$ 50.00 Miles	$ 300 Miles	$ 1,100 Miles	$ 975 Miles	$ 800.00 Miles
Large Pickups single or double cab 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$ 65.00 Miles	$ 390.00 Miles	$ 1,430 Miles	$ 1,250.00 Miles	$ 950.00 Miles

- **24 hour Roadside assistance toll free Phone number #** 1800 307-6666
- **Location of Fleet:** Edinburg TX - no delivery fee

* Unlimited miles on Daily and Weekly rates *
* 3,000 free miles on monthly and long term rentals *

EXHIBIT "B"
HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES
RFB NO.: 2012-030-02-29-SGS

BIDDER/COMPANY NAME: Enterprise Rent A Car

ADDRESS: 615 S. Closner

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE No: (956) 227-6149 CELLULAR No: (956) 227-6149

FAX No. (956) 242-0745

AUTHORIZED SIGNATURE: Gilbert Gonz

PRINTED NAME: Gilberto Gonzalez

TITLE: Business Rental Sales Executive

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2012

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 Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101 ENTER -STND-GAW-11-12 NA EHI	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Travelers Indemnity Company of Connecticut — 25682 INSURER B : Travelers Property Casualty Co. of America — 25674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CHI-003930199-10 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			HC2E-GLSA-474M7351-TCT-11	09/01/2011	09/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 1,000,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS X SIR $2,000,000			HE-EAP-474M7302-TCT-11	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HC2J-UB-474M7050-11 (AOS) HRJ-UB-474M7062-11 (WI)	09/01/2011 09/01/2011	09/01/2012 09/01/2012	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: GPBR: N/A; Location: Various
Hidalgo County is added as an additional insured where required by written contract. Any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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AI-32015 **Purchasing Department 23. A. 5.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an "Amendment" to Contract #C-12-008A-03-20 with Copy It, Inc. (previously approved by CC on March 20, 2012) for RFB-2012-008-01-04-MEG-Printing Services And Related Supplies" so as to proceed with the execution of the contract including the amendment.

BACKGROUND

Amendment was revised as to form by:
Stephen L. Crain & Heather De La Garza
ATLAS, HALL & RODRIGUEZ, LLP

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** obj. 550 & 601

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

BUDGETARY IMPACT:

This is a countywide contract. Purchases are on an as needed basis. Each department would need to identify budget in order to purchase items needed.

Possible funding source is obj. 550 "Printing & Binding & 601 "Office & Computer Supplies". Please refer to attached expense report for funding availability as of 5-4-12.

Attachments

PREVIOUS AGENDA ITEM
COPY IT INC'S INSURANCE
AMENDMENT
Exp. Report as of 5-4-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/27/2012 02:26 PM
Budget & Management	Merlen P. Munoz	04/27/2012 02:41 PM
Ivan Cantu	Ivan Cantu	05/04/2012 03:02 PM
Auditor's Office	Arcilia Duran	05/04/2012 04:19 PM

Form Started By: Vangie Garcia Started On: 04/23/2012 09:42 AM

Final Approval Date: 05/04/2012

APPROVED

AI-31164 **40. II. 0.**
CC REGULAR
Meeting Date: 03/20/2012
Department Head: Martha Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of multiple bids and approval of contracts to the lowest vendor per sections meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County -"Printing Items and Related Supplies" Bid No. 2012-008-01-04-MEG.

BACKGROUND

Due to vendor (Copy It) checked that he would acquire Acord cerificate within ten (10) days after notice of award by Purchasing Department, Legal Counsel will not sign as to form until the Acord certificate is provided by vendor.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Purchases are on an as needed basis. See attached exp report for possible funding sources and availability of funds.
Each user department would need to identify budget in order to purchase items needed.

Attachments

Participating Sheet
Tab Sheet for Copy It
Tab Sheet for Gateway
Tab Sheet for Gulf Data
Contract for Gateway
Contract for Gulf Data
Contract for Copy It
exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/07/2012 03:52 PM
Budget & Management	Merlen P. Munoz	03/07/2012 04:29 PM
Rosalinda Cantu	Rosie Cantu	03/09/2012 11:04 AM
Purchasing Department	Marty Salazar	03/07/2012 03:52 PM
Budget & Management	Merlen P. Munoz	03/07/2012 04:29 PM
Rosalinda Cantu	Rosie Cantu	03/09/2012 11:04 AM
Auditor's Office		

Form Started By: Elena Gomez Started On: 02/22/2012 09:59 AM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-008A-03-20

THIS CONTRACT is made and entered into this **20th Day** of **March, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **C0PY IT INC., A TEXAS CORPORATION** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a term of one year effective **April 16, 2012** and ending on **April 15, 2013.** Hidalgo County may at its sole discretion elect, to extend the term of this Contract for an additional two (2) - one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Copy It Inc.** **705 East Pecan** **McAllen, Texas 78504**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: March 20, 2012

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/19/2012

PRODUCER
CS&S/ TRYTON INS. GRTOUP LLC.
3131 EASTSIDE #600
PO BOX 4478 (77210)
HOUSTON, TEXAS

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
COPY IT INC.
705 E PECAN BLVD.
MCALLEN, TEXAS 78501
956-821-1424

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY		04/19/2012	01/19/2013	EACH OCCURRENCE	$ 2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		[ ] CLAIMS MADE [X] OCCUR	483376700			MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 2,000,000
						GENERAL AGGREGATE	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 4,000,000
		[ ] 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					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an AD TIONAL INSURED, the policy(ies) must be endorsed. A statment on this certificate does not confer rights the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, ubject to the terms and conditions of the policy, certain policies may require an endorsement. A state nt on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on e reverse side of this form does not constitute a contract between the issuing insurer(s), authorized rep sentative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or a r the coverage afforded by the policies listed thereon.

Automobile Insurance:

At the present time Copy It does not have any company owned delivery vehicles. All deliveries are made through any one of several local courier services. Courier is chosen based on availability and speed of delivery for client.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO CONTRACT C-12-008A-03-20
FOR PRINTING SERVICES AND RELATED SUPPLIES

This **AMENDMENT** to the CONTRACT is made this 8th day of May, 2012 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **COPY IT INC., A TEXAS CORPORATION,** ("COMPANY").

WHEREAS, Company and County entered into a Contract dated March 20, 2012 for Hidalgo County's Printing Services And Related Supplies on an as needed basis;

WHEREAS, Company agrees to provide the Services to locations specified by Hidalgo County by third party insured shippers FOB such locations so specified by Hidalgo County;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Numbered paragraph 1 of the Contract is deleted in its entirety and the following is substituted in lieu thereof;

   County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at Hidalgo County by third party carriers. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Numbered paragraph 2 of the Contract is deleted in its entirety and the following is substituted in lieu thereof;

   Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with Specifications of Hidalgo County following a request for Services by the Commissioners' Court or their designated agent. Company agrees n performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services. Company shall provide the Services to locations specified by Hidalgo County by third party insured shippers FOB such locations so specified by Hidalgo County.

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms

and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COPY IT, INC.

_____

By:_____

Its:_____

HIDALGO COUNTY, TEXAS

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT:_____

Evangelina Garcia

From: Stephen L. Crain [scrain@atlashall.com]
Sent: Tuesday, April 24, 2012 1:09 PM
To: 'Martha Salazar'
Cc: 'Evangelina Garcia'
Subject: RE:
Attachments: Copy It amended 4.24.12.docx

Attached is the revised amendment.

Thanks,
Marynel Trevino, Secretary for

Stephen L. Crain & Heather De La Garza
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, April 23, 2012 11:58 AM
To: Scrain@Atlashall.Com; 'Renan Ramirez'
Cc: 'Evangelina Garcia'
Subject: FW:
Importance: High

Mr. Crain:
Please review and comment as to form. It appears vendor does not own delivery vehicles and therefore has a third party do so. Since this contract was awarded, we need to approve an amendment to correct the delivery issue.
Thanks,
Marty

PS Mr. Renan Ramirez is forwarded this e-mail so as to ensure you receive. There appears to be issue with your firm receiving our e-mails. We are attempting to correct.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, April 23, 2012 11:25 AM
To: 'Martha Salazar'
Cc: 'Elena Gomez'
Subject:

Good Morning Marty:
Attached for legal's review as to form of the amendment in connection to the above referenced contract which has not been executed inasmuch as the document has been approved by legal and Commissioners Court however, as per legal, the contract would not be signed until the insurances were provided by the company being that the company had selected that they would provide the insurances pursuant to the ten working day notice of award.

The insurance was provided in the certificate of accord but only the general liability since the vendor stated and submitted that they deliver by a third party courier (see vendor's notification as attached as last page of the contract).

As I mentioned to you that an amendment to the contract would now be required to include language in the contract so as to allow the delivery of services/products by a third party courier. We currently have in place one or two contracts that allows this.

I need for legal to review draft amendment, the contract including the vendor's insurance so as to proceed ahead with an agenda item for approval of the amendment.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
2-1100-412-00-001-001-0-550	92ND DC-PRINTING & BINDING	836.00	836.00	.00	.00	836.00	.00
2-1100-412-00-001-001-0-601	92ND DC-OFFICE & COMPUTER SUPPLIES	1,500.00	1,500.00	988.68	.00	511.32	65.91
001		**2,336.00**	**2,336.00**	**988.68**	**.00**	**1,347.32**	**42.32**
001							
2-1100-412-00-002-001-0-550	93RD DC-PRINTING & BINDING	1,700.00	1,700.00	.00	.00	1,700.00	.00
2-1100-412-00-002-001-0-601	93RD DC-OFFICE & COMPUTER SUPPLIES	5,600.00	5,600.00	517.78	224.08	4,858.14	13.25
001		**7,300.00**	**7,300.00**	**517.78**	**224.08**	**6,558.14**	**10.16**
001							
2-1100-412-00-003-001-0-550	139TH DC-PRINTING & BINDING	500.00	500.00	.00	.00	500.00	.00
2-1100-412-00-003-001-0-601	139TH DC-OFFICE & COMPUTER SUPPLIES	2,800.00	2,800.00	.00	.00	2,800.00	.00
001		**3,300.00**	**3,300.00**	**.00**	**.00**	**3,300.00**	**.00**
001							
2-1100-412-00-004-001-0-550	206TH DC-PRINTING & BINDING	1,000.00	1,000.00	.00	850.40	149.60	85.04
2-1100-412-00-004-001-0-601	206TH DC-OFFICE & COMPUTER SUPPLIES	3,200.00	3,200.00	1,162.27	1,743.55	294.18	90.81
001		**4,200.00**	**4,200.00**	**1,162.27**	**2,593.95**	**443.78**	**89.43**
001							
2-1100-412-00-005-001-0-550	275TH DC-PRINTING & BINDING	300.00	300.00	.00	.00	300.00	.00
2-1100-412-00-005-001-0-601	275TH DC-OFFICE & COMPUTER SUPPLIES	1,500.00	1,500.00	.00	.00	1,500.00	.00
001		**1,800.00**	**1,800.00**	**.00**	**.00**	**1,800.00**	**.00**
001							
2-1100-412-00-006-001-0-550	332ND DC-PRINTING & BINDING	1,000.00	1,000.00	.00	.00	1,000.00	.00
2-1100-412-00-006-001-0-601	332ND DC-OFFICE & COMPUTER SUPPLIES	1,900.00	1,900.00	413.34	134.76	1,351.90	28.85
001		**2,900.00**	**2,900.00**	**413.34**	**134.76**	**2,351.90**	**18.90**
001							
2-1100-412-00-007-001-0-550	370TH DC-PRINTING & BINDING	.00	300.00	206.00	.00	94.00	68.67
2-1100-412-00-007-001-0-601	370TH DC-OFFICE & COMPUTER SUPPLIES	500.00	500.00	250.00	.00	250.00	50.00
001		**500.00**	**800.00**	**456.00**	**.00**	**344.00**	**57.00**
001							
2-1100-412-00-008-001-0-550	389TH DC-PRINTING & BINDING	700.00	700.00	.00	.00	700.00	.00
2-1100-412-00-008-001-0-601	389TH DC-OFFICE & COMPUTER SUPPLIES	3,000.00	3,000.00	50.00	.00	2,950.00	1.67
001		**3,700.00**	**3,700.00**	**50.00**	**.00**	**3,650.00**	**1.35**
001							
2-1100-412-00-009-001-0-550	398TH DC-PRINTING & BINDING	1,094.00	1,094.00	380.45	.00	713.55	34.78
2-1100-412-00-009-001-0-601	398TH DC-OFFICE & COMPUTER SUPPLIES	2,800.00	2,800.00	784.13	411.99	1,603.88	42.72

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
001		**3,894.00**	**3,894.00**	**1,164.58**	**411.99**	**2,317.43**	**40.49**
003							
2-1100-412-00-009-003-0-550	INDIGENT DEFENSE-PRINTING & BINDING	1,800.00	1,800.00	.00	.00	1,800.00	.00
2-1100-412-00-009-003-0-601	INDIGENT DEFENSE-OFFICE & COMPUTER SUPPL	5,990.00	3,455.00	668.42	.00	2,786.58	19.35
003		**7,790.00**	**5,255.00**	**668.42**	**.00**	**4,586.58**	**12.72**
001							
2-1100-412-00-010-001-0-550	430TH DC-PRINTING & BINDING	1,500.00	1,500.00	.00	.00	1,500.00	.00
2-1100-412-00-010-001-0-601	430TH DC-OFFICE & COMPUTER SUPPLIES	2,750.00	4,750.00	1,956.23	996.14	1,797.63	62.16
001		**4,250.00**	**6,250.00**	**1,956.23**	**996.14**	**3,297.63**	**47.24**
001							
2-1100-412-00-011-001-0-550	449TH DC-PRINTING & BINDING	836.00	836.00	.00	303.00	533.00	36.24
2-1100-412-00-011-001-0-601	449TH DC-OFFICE & COMPUTER SUPPLIES	4,500.00	4,500.00	656.17	499.20	3,344.63	25.67
001		**5,336.00**	**5,336.00**	**656.17**	**802.20**	**3,877.63**	**27.33**
001							
2-1100-412-00-021-001-0-550	CCL#1-PRINTING & BINDING	500.00	500.00	.00	.00	500.00	.00
2-1100-412-00-021-001-0-601	CCL#1-OFFICE & COMPUTER SUPPLIES	400.00	1,700.00	300.64	1,003.47	395.89	76.71
001		**900.00**	**2,200.00**	**300.64**	**1,003.47**	**895.89**	**59.28**
001							
2-1100-412-00-022-001-0-550	CCL#2-PRINTING & BINDING	800.00	800.00	.00	.00	800.00	.00
2-1100-412-00-022-001-0-601	CCL#2-OFFICE & COMPUTER SUPPLIES	2,292.00	2,292.00	201.36	.00	2,090.64	8.79
001		**3,092.00**	**3,092.00**	**201.36**	**.00**	**2,890.64**	**6.51**
001							
2-1100-412-00-023-001-0-550	PROBATE CRT-PRINTING & BINDING	600.00	700.00	.00	676.25	23.75	96.61
2-1100-412-00-023-001-0-601	PROBATE CRT-OFFICE & COMPUTER SUPPLIES	1,000.00	1,000.00	.00	325.89	674.11	32.59
001		**1,600.00**	**1,700.00**	**.00**	**1,002.14**	**697.86**	**58.95**
001							
2-1100-412-00-024-001-0-550	CCL#4-PRINTING & BINDING	.00	645.21	.00	645.21	.00	100.00
001		**.00**	**645.21**	**.00**	**645.21**	**.00**	**100.00**
001							
2-1100-412-00-025-001-0-550	CCL#5-PRINTING & BINDING	1,500.00	1,500.00	572.00	.00	928.00	38.13
2-1100-412-00-025-001-0-601	CCL#5-OFFICE & COMPUTER SUPPLIES	2,288.00	2,288.00	956.02	245.81	1,086.17	52.53
001		**3,788.00**	**3,788.00**	**1,528.02**	**245.81**	**2,014.17**	**46.83**
001							
2-1100-412-00-026-001-0-550	CCL#6-PRINTING & BINDING	3,048.00	3,048.00	.00	.00	3,048.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
2-1100-412-00-026-001-0-601	CCL#6-OFFICE & COMPUTER SUPPLIES	2,800.00	2,800.00	859.48	97.30	1,843.22	34.17
001		**5,848.00**	**5,848.00**	**859.48**	**97.30**	**4,891.22**	**16.36**
001							
2-1100-412-00-027-001-0-550	CCL#7-PRINTING & BINDING	.00	1,500.00	482.00	.00	1,018.00	32.13
2-1100-412-00-027-001-0-601	CCL#7-OFFICE & COMPUTER SUPPLIES	.00	5,000.00	412.69	432.30	4,155.01	16.90
001		**.00**	**6,500.00**	**894.69**	**432.30**	**5,173.01**	**20.42**
001							
2-1100-412-00-032-001-0-601	MASTER CRT II-OFFICE & COMPUTER SUPPLIES	1,000.00	1,000.00	857.34	-24.38	167.04	83.30
001		**1,000.00**	**1,000.00**	**857.34**	**-24.38**	**167.04**	**83.30**
001							
2-1100-412-00-045-001-0-601	AUXILIARY CRT-OFFICE & COMPUTER SUPPLI	263.50	563.50	.00	123.13	440.37	21.85
001		**263.50**	**563.50**	**.00**	**123.13**	**440.37**	**21.85**
001							
2-1100-412-00-061-001-0-550	JP PCT 1/PL 1-PRINTING & BINDING	100.00	2,100.00	448.00	488.23	1,163.77	44.58
2-1100-412-00-061-001-0-601	JP PCT 1/PL 1-OFFICE & COMPUTER SUPPLIES	.00	1,319.00	22.06	339.22	957.72	27.39
001		**100.00**	**3,419.00**	**470.06**	**827.45**	**2,121.49**	**37.95**
001							
2-1100-412-00-062-001-0-550	JP PCT 1/PL 2-PRINTING & BINDING	1,100.00	1,008.00	.00	999.92	8.08	99.20
2-1100-412-00-062-001-0-601	JP PCT 1/PL 2-OFFICE & COMPUTER SUPPLIES	2,000.00	2,000.00	.00	.00	2,000.00	.00
001		**3,100.00**	**3,008.00**	**.00**	**999.92**	**2,008.08**	**33.24**
001							
2-1100-412-00-063-001-0-550	JP PCT 2/PL 1-PRINTING & BINDING	.00	1,000.00	.00	.00	1,000.00	.00
2-1100-412-00-063-001-0-601	JP PCT 2/PL 1-OFFICE & COMPUTER SUPPLIES	880.00	5,880.00	590.00	1,904.41	3,385.59	42.42
001		**880.00**	**6,880.00**	**590.00**	**1,904.41**	**4,385.59**	**36.26**
001							
2-1100-412-00-064-001-0-550	JP PCT 2/PL 2-PRINTING & BINDING	1,125.00	1,125.00	54.96	623.45	446.59	60.30
2-1100-412-00-064-001-0-601	JP PCT 2/PL 2-OFFICE & COMPUTER SUPPLIES	1,900.00	1,900.00	.00	752.08	1,147.92	39.58
001		**3,025.00**	**3,025.00**	**54.96**	**1,375.53**	**1,594.51**	**47.29**
001							
2-1100-412-00-065-001-0-550	JP PCT 3/PL 1-PRINTING & BINDING	.00	1,700.00	.00	.00	1,700.00	.00
2-1100-412-00-065-001-0-601	JP PCT 3/PL 1-OFFICE & COMPUTER SUPPLIES	.00	2,150.00	1,788.42	2.21	359.37	83.29
001		**.00**	**3,850.00**	**1,788.42**	**2.21**	**2,059.37**	**46.51**
001							
2-1100-412-00-066-001-0-550	JP PCT 3/PL 2-PRINTING & BINDING	2,000.00	2,000.00	.00	1,635.00	365.00	81.75

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
2-1100-412-00-066-001-0-601	JP PCT 3/PL 2-OFFICE & COMPUTER SUPPLIES	1,700.00	1,700.00	.00	1,467.61	232.39	86.33
001		**3,700.00**	**3,700.00**	**.00**	**3,102.61**	**597.39**	**83.85**
001							
2-1100-412-00-067-001-0-550	JP PCT 4/PL 1-PRINTING & BINDING	1,000.00	1,500.00	1,451.00	.00	49.00	96.73
2-1100-412-00-067-001-0-601	JP PCT 4/PL 1-OFFICE & COMPUTER SUPPLIES	2,500.00	2,500.00	373.89	576.65	1,549.46	38.02
001		**3,500.00**	**4,000.00**	**1,824.89**	**576.65**	**1,598.46**	**60.04**
001							
2-1100-412-00-068-001-0-550	JP PCT 4/PL 2-PRINTING & BINDING	2,500.00	1,388.00	152.05	276.00	959.95	30.84
2-1100-412-00-068-001-0-601	JP PCT 4/PL 2-OFFICE & COMPU SUPPL	1,200.00	1,200.00	51.11	996.58	152.31	87.31
001		**3,700.00**	**2,588.00**	**203.16**	**1,272.58**	**1,112.26**	**57.02**
001							
2-1100-412-00-069-001-0-550	JP PCT 5/PL 1-PRINTING & BINDING	150.00	150.00	.00	.00	150.00	.00
2-1100-412-00-069-001-0-601	JP PCT 5/PL 1-OFFICE & COMPUTER SUPPLIES	335.00	1,100.00	880.39	208.92	10.69	99.03
001		**485.00**	**1,250.00**	**880.39**	**208.92**	**160.69**	**87.14**
002							
2-1100-412-00-080-002-0-550	CRIM DA-PRINTING & BINDING	4,875.00	4,875.00	.00	4,806.50	68.50	98.59
2-1100-412-00-080-002-0-601	CRIM DA-OFFICE & COMPUTER SUPPLIES	23,500.00	22,900.00	2,780.94	12,097.82	8,021.24	64.97
002		**28,375.00**	**27,775.00**	**2,780.94**	**16,904.32**	**8,089.74**	**70.87**
013							
2-1100-412-00-080-013-0-601	DA'S CIVIL LITIGATION-OFFICE & COMPUTER	.00	2,200.00	.00	876.72	1,323.28	39.85
013		**.00**	**2,200.00**	**.00**	**876.72**	**1,323.28**	**39.85**
001							
2-1100-412-00-090-001-0-550	DIST CLERK-PRINTING & BINDING	47,030.00	46,678.75	654.95	5,823.00	40,200.80	13.88
2-1100-412-00-090-001-0-601	DIST CLERK-OFFICE & COMPUTER SUPPLIES	48,000.00	42,482.82	5,656.53	16,129.16	20,697.13	51.28
001		**95,030.00**	**89,161.57**	**6,311.48**	**21,952.16**	**60,897.93**	**31.70**
001							
2-1100-412-20-080-001-0-601	GRAND JURY-OFFICE & COMPU SUPPL	100.00	100.00	.00	.00	100.00	.00
001		**100.00**	**100.00**	**.00**	**.00**	**100.00**	**.00**
003							
2-1100-412-30-085-003-0-550	PUBLIC DEFENDER-PRINTING & BINDING	1,500.00	1,500.00	888.35	70.45	541.20	63.92
2-1100-412-30-085-003-0-601	PUBLIC DEFENDER-OFFICE & COMPUTER SUPPL	4,000.00	4,000.74	996.46	1,185.75	1,818.53	54.55
003		**5,500.00**	**5,500.74**	**1,884.81**	**1,256.20**	**2,359.73**	**57.10**
006							
2-1100-413-00-110-006-0-550	CO JUDGE-PRINTING & BINDING	500.00	2,000.00	45.95	144.40	1,809.65	9.52

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
006							
2-1100-413-00-110-006-0-601	CO JUDGE-OFFICE & COMPU SUPPL	5,847.75	7,197.75	386.13	3,357.25	3,454.37	52.01
006		**6,347.75**	**9,197.75**	**432.08**	**3,501.65**	**5,264.02**	**42.77**
001							
2-1100-413-00-125-001-0-550	EXECUTIVE OFFICE-PRINTING & BINDING	.00	4,200.00	.00	2,290.00	1,910.00	54.52
2-1100-413-00-125-001-0-601	EXECUTIVE OFFICE-OFFICE & COMPUTER SUPPL	.00	2,171.00	656.03	936.54	578.43	73.36
001		**.00**	**6,371.00**	**656.03**	**3,226.54**	**2,488.43**	**60.94**
001							
2-1100-414-00-130-001-0-550	ELECTIONS DEPT-PRINTING & BINDING	15,000.00	15,000.00	8,143.05	190.35	6,666.60	55.56
2-1100-414-00-130-001-0-601	ELECTIONS DEPT-OFFICE & COMPUTER SUPPL	80,000.00	80,000.00	13,884.77	17,252.32	48,862.91	38.92
001		**95,000.00**	**95,000.00**	**22,027.82**	**17,442.67**	**55,529.51**	**41.55**
002							
2-1100-415-00-115-002-0-601	CO WIDE ADM-OFFICE & COMPUTER SUPPLIES	.00	1,872.39	.00	.00	1,872.39	.00
002		**.00**	**1,872.39**	**.00**	**.00**	**1,872.39**	**.00**
001							
2-1100-415-00-200-001-0-601	INFO TECH DEPT-OFFICE & COMPUTER SUPPL	9,000.00	5,340.34	1,211.87	2,144.93	1,983.54	62.86
001		**9,000.00**	**5,340.34**	**1,211.87**	**2,144.93**	**1,983.54**	**62.86**
002							
2-1100-415-00-200-002-0-601	IT COUNTYWIDE-OFFICE & COMPU SUPPL	4,000.00	4,921.01	1,848.23	2,887.48	185.30	96.23
002		**4,000.00**	**4,921.01**	**1,848.23**	**2,887.48**	**185.30**	**96.23**
001							
2-1100-415-14-115-001-0-550	DBM-BUDGET DIV-PRINTING & BINDING	.00	2,000.00	.00	828.00	1,172.00	41.40
2-1100-415-14-115-001-0-601	DBM-BUDGET DIV-OFFICE & COMPUTER SUPPL	10,000.00	8,000.00	344.95	2,683.58	4,971.47	37.86
001		**10,000.00**	**10,000.00**	**344.95**	**3,511.58**	**6,143.47**	**38.57**
001							
2-1100-415-15-140-001-0-550	TAX OFF-PRINTING & BINDING	13,000.00	13,000.00	871.50	4,252.45	7,876.05	39.42
2-1100-415-15-140-001-0-601	TAX OFF-OFFICE & COMPUTER SUPPLIES	44,287.60	43,127.60	3,239.96	21,674.71	18,212.93	57.77
001		**57,287.60**	**56,127.60**	**4,111.46**	**25,927.16**	**26,088.98**	**53.52**
001							
2-1100-415-16-150-001-0-550	CO TREASURER-PRINTING & BINDING	1,500.00	1,500.00	162.50	897.00	440.50	70.63
2-1100-415-16-150-001-0-601	CO TREASURER-OFFICE & COMPUTER SUPPLIES	8,000.00	8,000.00	3,658.60	3,366.22	975.18	87.81
001		**9,500.00**	**9,500.00**	**3,821.10**	**4,263.22**	**1,415.68**	**85.10**
001							
2-1100-415-18-160-001-0-550	PURCHASING-PRINTING & BINDING	2,750.00	2,750.00	.00	1,328.70	1,421.30	48.32
2-1100-415-18-160-001-0-601	PURCHASING-OFFICE & COMPUTER SUPPLIES	10,000.00	6,916.19	1,411.25	4,976.64	528.30	92.36

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
001		**12,750.00**	**9,666.19**	**1,411.25**	**6,305.34**	**1,949.60**	**79.83**
001							
2-1100-415-21-170-001-0-550	CO AUDITOR-PRINTING & BINDING	3,000.00	3,000.00	.00	156.00	2,844.00	5.20
2-1100-415-21-170-001-0-601	CO AUDITOR-OFFICE & COMPUTER SUPPLIES	22,000.00	22,000.00	6,174.63	4,894.00	10,931.37	50.31
001		**25,000.00**	**25,000.00**	**6,174.63**	**5,050.00**	**13,775.37**	**44.90**
001							
2-1100-415-40-180-001-0-550	CO CLERK-PRINTING & BINDING	20,000.00	20,000.00	1,236.15	3,942.57	14,821.28	25.89
2-1100-415-40-180-001-0-601	CO CLERK-OFFICE & COMPUTER SUPPLIES	40,000.00	35,050.00	6,118.25	8,966.00	19,965.75	43.04
001		**60,000.00**	**55,050.00**	**7,354.40**	**12,908.57**	**34,787.03**	**36.81**
002							
2-1100-415-40-180-002-0-550	CO CLERK RECORD ARCHIVE-PRINT & BIND	750.00	750.00	.00	.00	750.00	.00
2-1100-415-40-180-002-0-601	CO CLERK RECORD ARCHIVE-OFFICE&COMPU SUP	2,775.00	2,775.00	.00	.00	2,775.00	.00
002		**3,525.00**	**3,525.00**	**.00**	**.00**	**3,525.00**	**.00**
001							
2-1100-415-50-190-001-0-550	CIVIL SERVICE-PRINTING & BINDING	2,250.00	2,250.00	.00	.00	2,250.00	.00
2-1100-415-50-190-001-0-601	CIVIL SERVICE-OFFICE & COMPUTER SUPPLIES	1,500.00	950.00	.00	.00	950.00	.00
001		**3,750.00**	**3,200.00**	**.00**	**.00**	**3,200.00**	**.00**
002							
2-1100-415-50-190-002-0-550	HUMAN RESOURCES-PRINTING & BINDING	10,000.00	10,000.00	.00	.00	10,000.00	.00
2-1100-415-50-190-002-0-601	HUMAN RESOURCES-OFFICE & COMPUTER SUPPL	14,722.14	14,722.14	1,921.54	7,165.87	5,634.73	61.73
002		**24,722.14**	**24,722.14**	**1,921.54**	**7,165.87**	**15,634.73**	**36.76**
001							
2-1100-419-10-210-001-0-550	PLANNING DEPT-PRINTING & BINDING	1,200.00	1,200.00	.00	675.00	525.00	56.25
2-1100-419-10-210-001-0-601	PLANNING DEPT-OFFICE & COMPUTER SUPPLIES	7,300.00	7,014.48	265.80	3,176.99	3,571.69	49.08
001		**8,500.00**	**8,214.48**	**265.80**	**3,851.99**	**4,096.69**	**50.13**
001							
2-1100-419-40-220-001-0-550	FACILITIES MGMT-PRINTING & BINDING	500.00	500.00	.00	.00	500.00	.00
2-1100-419-40-220-001-0-601	FACILITIES MGMT-OFFICE & COMPUTER SUPPL	6,699.41	6,699.41	2,568.96	2,012.12	2,118.33	68.38
001		**7,199.41**	**7,199.41**	**2,568.96**	**2,012.12**	**2,618.33**	**63.63**
003							
2-1100-419-50-125-003-0-550	SAFETY-PRINTING & BINDING	.00	120.00	.00	115.00	5.00	95.83
2-1100-419-50-125-003-0-601	SAFETY-OFFICE & COMPUTER SUPPL	4,750.00	4,630.00	236.99	827.35	3,565.66	22.99
003		**4,750.00**	**4,750.00**	**236.99**	**942.35**	**3,570.66**	**24.83**
011							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
011							
2-1100-421-00-125-011-0-550	TX DPS-PRINTING & BINDING	1,125.00	1,125.00	.00	.00	1,125.00	.00
2-1100-421-00-125-011-0-601	TX DPS-OFFICE & COMPU SUPPL	555.00	555.00	.00	.00	555.00	.00
011		**1,680.00**	**1,680.00**	**.00**	**.00**	**1,680.00**	**.00**
001							
2-1100-421-00-280-001-0-550	SHERIFF-PRINTING & BINDING	25,000.00	25,000.00	144.00	1,096.00	23,760.00	4.96
2-1100-421-00-280-001-0-601	SHERIFF-OFFICE & COMPUTER SUPPLIES	85,575.00	86,575.00	6,995.08	24,571.56	55,008.36	36.46
001		**110,575.00**	**111,575.00**	**7,139.08**	**25,667.56**	**78,768.36**	**29.40**
001							
2-1100-421-00-291-001-0-550	CONSTABLE PCT.1-PRINTING & BINDING	500.00	500.00	.00	.00	500.00	.00
2-1100-421-00-291-001-0-601	CONSTABLE PCT.1-OFFICE & COMPUTER SUPPL	800.00	800.00	.00	.00	800.00	.00
001		**1,300.00**	**1,300.00**	**.00**	**.00**	**1,300.00**	**.00**
001							
2-1100-421-00-292-001-0-550	CONSTABLE PCT.2-PRINTING & BINDING	600.00	600.00	.00	.00	600.00	.00
2-1100-421-00-292-001-0-601	CONSTABLE PCT.2-OFFICE & COMPUTER SUPPL	355.00	505.00	149.46	350.24	5.30	98.95
001		**955.00**	**1,105.00**	**149.46**	**350.24**	**605.30**	**45.22**
001							
2-1100-421-00-293-001-0-550	CONSTABLE PCT.3-PRINTING & BINDING	2,000.00	2,000.00	822.00	.00	1,178.00	41.10
2-1100-421-00-293-001-0-601	CONSTABLE PCT.3-OFFICE & COMPUTER SUPPL	2,000.00	1,970.00	.00	1,856.95	113.05	94.26
001		**4,000.00**	**3,970.00**	**822.00**	**1,856.95**	**1,291.05**	**67.48**
001							
2-1100-421-00-294-001-0-550	CONSTABLE PCT.4-PRINTING & BINDING	1,500.00	1,500.00	111.25	61.00	1,327.75	11.48
2-1100-421-00-294-001-0-601	CONSTABLE PCT.4-OFFICE & COMPUTER SUPPL	3,000.00	3,000.00	217.72	1,374.36	1,407.92	53.07
001		**4,500.00**	**4,500.00**	**328.97**	**1,435.36**	**2,735.67**	**39.21**
001							
2-1100-421-00-295-001-0-550	CONSTABLE PCT.5-PRINTING & BINDING	800.00	800.00	680.00	.00	120.00	85.00
2-1100-421-00-295-001-0-601	CONSTABLE PCT.5-OFFICE & COMPUTER SUPPL	2,000.00	2,000.00	269.42	797.91	932.67	53.37
001		**2,800.00**	**2,800.00**	**949.42**	**797.91**	**1,052.67**	**62.40**
001							
2-1100-422-10-300-001-0-550	FIRE MARSHAL-PRINTING & BINDING	2,000.00	1,700.00	.00	.00	1,700.00	.00
2-1100-422-10-300-001-0-601	FIRE MARSHAL-OFFICE & COMPUTER SUPPLIES	3,000.00	3,500.00	895.65	2,099.95	504.40	85.59
001		**5,000.00**	**5,200.00**	**895.65**	**2,099.95**	**2,204.40**	**57.61**
001							
2-1100-423-00-320-001-0-601	ADULT PROB-OFFICE & COMPU SUPPL	6,000.00	6,000.00	938.18	1,949.69	3,112.13	48.13
001		**6,000.00**	**6,000.00**	**938.18**	**1,949.69**	**3,112.13**	**48.13**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
002							
2-1100-423-21-280-002-0-550	JAIL-PRINTING & BINDING	8,500.00	8,500.00	1,785.00	3,034.53	3,680.47	56.70
2-1100-423-21-280-002-0-601	JAIL-OFFICE & COMPUTER SUPPLIES	75,000.00	75,000.00	4,752.54	17,549.52	52,697.94	29.74
002		**83,500.00**	**83,500.00**	**6,537.54**	**20,584.05**	**56,378.41**	**32.48**
001							
2-1100-423-32-330-001-0-601	JUV DET HM-OFFICE & COMPUTER SUPPLIES	3,000.00	3,000.00	32.84	2,955.05	12.11	99.60
001		**3,000.00**	**3,000.00**	**32.84**	**2,955.05**	**12.11**	**99.60**
002							
2-1100-423-60-330-002-0-550	JUV PROB-PRINTING & BINDING	4,000.00	1,000.00	122.60	.00	877.40	12.26
2-1100-423-60-330-002-0-601	JUV PROB-OFFICE & COMPUTER SUPPLIES	14,000.00	12,000.00	5,655.17	2,668.94	3,675.89	69.37
002		**18,000.00**	**13,000.00**	**5,777.77**	**2,668.94**	**4,553.29**	**64.97**
075							
2-1100-429-00-110-075-0-550	EMERGENCY MGMT-PRINTING & BINDING	500.00	500.00	.00	43.00	457.00	8.60
2-1100-429-00-110-075-0-601	EMERGENCY MGMT-OFFICE & COMPUTER SUPPL	2,500.00	2,500.00	353.79	271.84	1,874.37	25.03
075		**3,000.00**	**3,000.00**	**353.79**	**314.84**	**2,331.37**	**22.29**
001							
2-1100-432-00-121-001-0-601	PCT1 SANITATION-OFFICE & COMPUTER SUPPL	5,000.00	5,000.00	585.19	1,471.32	2,943.49	41.13
001		**5,000.00**	**5,000.00**	**585.19**	**1,471.32**	**2,943.49**	**41.13**
001							
2-1100-432-00-122-001-0-550	PCT2 SANITATION-PRINTING & BINDING	600.78	600.78	.00	.00	600.78	.00
2-1100-432-00-122-001-0-601	PCT2 SANITATION-OFFICE & COMPUTER SUPPL	480.62	480.62	.00	44.88	435.74	9.34
001		**1,081.40**	**1,081.40**	**.00**	**44.88**	**1,036.52**	**4.15**
001							
2-1100-432-00-123-001-0-550	PCT3 SANITATION-PRINTING & BINDING	300.00	300.00	.00	.00	300.00	.00
2-1100-432-00-123-001-0-601	PCT3 SANITATION-OFFICE & COMPUTER SUPPL	300.00	300.00	.00	191.53	108.47	63.84
001		**600.00**	**600.00**	**.00**	**191.53**	**408.47**	**31.92**
001							
2-1100-432-00-124-001-0-550	PCT4 SANITATION-PRINTING & BINDING	500.00	1,450.00	.00	1,450.00	.00	100.00
2-1100-432-00-124-001-0-601	PCT4 SANITATION-OFFICE & COMPUTER SUPPL	500.00	500.00	.00	490.84	9.16	98.17
001		**1,000.00**	**1,950.00**	**.00**	**1,940.84**	**9.16**	**99.53**
001							
2-1100-441-00-340-001-0-550	HEALTH ADM-PRINTING & BINDING	6,000.00	7,000.00	1,845.00	2,855.00	2,300.00	67.14
2-1100-441-00-340-001-0-601	HEALTH ADM-OFFICE & COMPUTER SUPPLIES	15,000.00	6,507.00	3,838.20	2,247.38	421.42	93.52
001		**21,000.00**	**13,507.00**	**5,683.20**	**5,102.38**	**2,721.42**	**79.85**
003							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
003							
2-1100-441-00-340-003-0-550	HEALTH CLINICS-PRINTING & BINDING	1,300.00	1,300.00	.00	624.00	676.00	48.00
2-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	34,000.00	31,998.00	7,552.24	2,525.11	21,920.65	31.49
003		**35,300.00**	**33,298.00**	**7,552.24**	**3,149.11**	**22,596.65**	**32.14**
001							
2-1100-444-00-240-001-0-550	HUMAN SERVICES-PRINTING & BINDING	1,000.00	1,048.20	.00	1,048.00	.20	99.98
2-1100-444-00-240-001-0-601	HUMAN SERVICES-OFFICE & COMPUTER SUPPL	20,000.00	19,137.61	1,079.05	2,073.15	15,985.41	16.47
001		**21,000.00**	**20,185.81**	**1,079.05**	**3,121.15**	**15,985.61**	**20.81**
001							
2-1100-444-00-370-001-0-550	VETERAN'S SRV-PRINTING & BINDING	750.00	750.00	.00	.00	750.00	.00
2-1100-444-00-370-001-0-601	VETERAN'S SRV-OFFICE & COMPUTER SUPPLIES	1,800.00	1,300.00	.00	.00	1,300.00	.00
001		**2,550.00**	**2,050.00**	**.00**	**.00**	**2,050.00**	**.00**
020							
2-1100-451-10-125-020-0-550	HISTORICAL COMM-PRINTING & BINDING	1,000.00	.00	.00	.00	.00	.00
2-1100-451-10-125-020-0-601	HISTORICAL COMM-OFFICE & COMPU SUPPL	400.00	350.00	.00	.00	350.00	.00
020		**1,400.00**	**350.00**	**.00**	**.00**	**350.00**	**.00**
013							
2-1100-452-00-121-013-0-550	PCT1 PARKS-PRINTING & BINDING	1,500.00	400.00	.00	.00	400.00	.00
2-1100-452-00-121-013-0-601	PCT1 PARKS-OFFICE & COMPUTER SUPPL	5,000.00	5,000.00	829.41	2,208.20	1,962.39	60.75
013		**6,500.00**	**5,400.00**	**829.41**	**2,208.20**	**2,362.39**	**56.25**
008							
2-1100-452-00-122-008-0-550	PCT2 PARKS-PRINTING & BINDING	1,107.50	1,107.50	.00	.00	1,107.50	.00
2-1100-452-00-122-008-0-601	PCT2 PARKS-OFFICE & COMPUTER SUPPL	1,107.50	1,107.50	87.90	.00	1,019.60	7.94
008		**2,215.00**	**2,215.00**	**87.90**	**.00**	**2,127.10**	**3.97**
008							
2-1100-452-00-123-008-0-550	PCT3 PARKS-PRINTING & BINDING	300.00	798.00	.00	543.75	254.25	68.14
2-1100-452-00-123-008-0-601	PCT3 PARKS-OFFICE & COMPUTER SUPPL	1,500.00	1,500.00	.00	298.15	1,201.85	19.88
008		**1,800.00**	**2,298.00**	**.00**	**841.90**	**1,456.10**	**36.64**
009							
2-1100-452-00-124-009-0-601	PCT4 PARKS-OFFICE & COMPUTER SUPPLIES	.00	3,000.00	.00	2,999.89	.11	100.00
009		**.00**	**3,000.00**	**.00**	**2,999.89**	**.11**	**100.00**
001							
2-1100-461-00-380-001-0-550	TX AGRILIFE EXT-PRINTING & BINDING	300.00	300.00	.00	.00	300.00	.00
2-1100-461-00-380-001-0-601	TX AGRILIFE EXT-OFFICE & COMPUTER SUPPL	5,000.00	4,282.06	668.87	2,423.36	1,189.83	72.21

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
001		**5,300.00**	**4,582.06**	**668.87**	**2,423.36**	**1,489.83**	**67.49**
050							
2-1100-466-00-121-050-0-601	PCT1 CRC-OFFICE & COMPUTER SUPPLIES	900.00	600.00	589.97	.00	10.03	98.33
050		**900.00**	**600.00**	**589.97**	**.00**	**10.03**	**98.33**
018							
2-1100-466-00-122-018-0-550	PCT2 CRC-PRINTING & BINDING	.00	1,000.00	.00	164.25	835.75	16.43
2-1100-466-00-122-018-0-601	PCT2 CRC-OFFICE & COMPUTER SUPPLIES	.00	2,000.00	122.21	274.34	1,603.45	19.83
018		**.00**	**3,000.00**	**122.21**	**438.59**	**2,439.20**	**18.69**
082							
2-1100-466-00-122-082-0-550	PCT2 CRC (S.TOWER)-PRINTING & BINDING	92.73	1,092.73	.00	164.25	928.48	15.03
2-1100-466-00-122-082-0-601	PCT2 CRC (S.TOWER)-OFFICE &COMPUTER SUPP	.00	2,000.00	.00	52.92	1,947.08	2.65
082		**92.73**	**3,092.73**	**.00**	**217.17**	**2,875.56**	**7.02**
077							
2-1100-466-00-124-077-0-601	PCT4 CRC-OFFICE & COMPUTER SUPPLIES	.00	1,800.00	546.60	1,163.30	90.10	94.99
077		**.00**	**1,800.00**	**546.60**	**1,163.30**	**90.10**	**94.99**
1100 GENERAL FUND		**902,673.53**	**913,162.33**	**125,520.56**	**247,083.41**	**540,558.36**	**40.80**
1200 ROAD AND BRIDGE							
004							
2-1200-431-00-121-004-0-550	PCT1 ADM-PRINTING & BINDING	500.00	500.00	.00	.00	500.00	.00
2-1200-431-00-121-004-0-601	PCT1 ADM-OFFICE & COMPUTER SUPPLIES	13,000.00	23,560.00	5,508.89	3,924.93	14,126.18	40.04
004		**13,500.00**	**24,060.00**	**5,508.89**	**3,924.93**	**14,626.18**	**39.21**
005							
2-1200-431-00-121-005-0-601	PCT1 RD MAINT-OFFICE & COMPUTER SUPPLIES	1,000.00	1,000.00	.00	428.29	571.71	42.83
005		**1,000.00**	**1,000.00**	**.00**	**428.29**	**571.71**	**42.83**
004							
2-1200-431-00-122-004-0-601	CW MECH SHOP-OFFICE & COMPU SUPPL	32.97	32.97	.00	.00	32.97	.00
004		**32.97**	**32.97**	**.00**	**.00**	**32.97**	**.00**
005							
2-1200-431-00-122-005-0-550	PCT2 ADM-PRINTING & BINDING	353.63	387.33	33.70	103.00	250.63	35.29
2-1200-431-00-122-005-0-601	PCT2 ADM-OFFICE & COMPUTER SUPPLIES	2,227.40	5,227.40	1,515.48	2,285.10	1,426.82	72.70
005		**2,581.03**	**5,614.73**	**1,549.18**	**2,388.10**	**1,677.45**	**70.12**
004							
2-1200-431-00-123-004-0-550	PCT3 ADM-PRINTING & BINDING	808.50	901.50	93.00	.00	808.50	10.32
2-1200-431-00-123-004-0-601	PCT3 ADM-OFFICE & COMPUTER SUPPLIES	8,000.00	8,000.00	77.16	2,708.81	5,214.03	34.82

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1200 ROAD AND BRIDGE							
004							
004		**8,808.50**	**8,901.50**	**170.16**	**2,708.81**	**6,022.53**	**32.34**
005							
2-1200-431-00-124-005-0-550	PCT4 ADM-PRINTING & BINDING	500.00	2,093.59	90.30	1,111.50	891.79	57.40
2-1200-431-00-124-005-0-601	PCT4 ADM-OFFICE & COMPUTER SUPPL	2,000.00	6,449.52	1,181.04	4,161.14	1,107.34	82.83
005		**2,500.00**	**8,543.11**	**1,271.34**	**5,272.64**	**1,999.13**	**76.60**
028							
2-1200-431-00-125-028-0-601	BCAP-OFFICE & COMPU SUPPL	1,500.00	1,500.00	.00	811.57	688.43	54.10
028		**1,500.00**	**1,500.00**	**.00**	**811.57**	**688.43**	**54.10**
001							
2-1200-431-00-260-001-0-550	R-O-W DEPT-PRINTING & BINDING	.00	500.00	.00	142.25	357.75	28.45
2-1200-431-00-260-001-0-601	R-O-W DEPT-OFFICE & COMPUTER SUPPLIES	.00	1,451.05	276.30	19.95	1,154.80	20.42
001		**.00**	**1,951.05**	**276.30**	**162.20**	**1,512.55**	**22.48**
1200 ROAD AND BRIDGE		**29,922.50**	**51,603.36**	**8,775.87**	**15,696.54**	**27,130.95**	**47.42**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
006							
2-1222-412-00-080-006-0-550	DA BAD CK-PRINTING & BINDING	7,000.00	7,000.00	1,399.50	.00	5,600.50	19.99
2-1222-412-00-080-006-0-601	DA BAD CK-OFFICE & COMPU SUPPL	5,000.00	5,000.00	410.19	3,397.77	1,192.04	76.16
006		**12,000.00**	**12,000.00**	**1,809.69**	**3,397.77**	**6,792.54**	**43.40**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**12,000.00**	**12,000.00**	**1,809.69**	**3,397.77**	**6,792.54**	**43.40**
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY							
006							
2-1228-421-00-280-006-0-601	SHRF FED SHARING-US TREAS-OFFICE & COMPU	10,000.00	10,000.00	.00	.00	10,000.00	.00
006		**10,000.00**	**10,000.00**	**.00**	**.00**	**10,000.00**	**.00**
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY		**10,000.00**	**10,000.00**	**.00**	**.00**	**10,000.00**	**.00**
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF							
007							
2-1229-421-00-280-007-0-550	SHRF FED SHARING-USDJ-PRINTING & BINDING	2,000.00	2,000.00	.00	.00	2,000.00	.00
2-1229-421-00-280-007-0-601	SHRF FED SHARING-USDJ-OFFICE&COMPU SUPPL	5,000.00	5,000.00	177.06	202.95	4,619.99	7.60
007		**7,000.00**	**7,000.00**	**177.06**	**202.95**	**6,619.99**	**5.43**
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF		**7,000.00**	**7,000.00**	**177.06**	**202.95**	**6,619.99**	**5.43**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER							
003							
2-1237-415-40-180-003-0-601	CC REC MGMT-OFFICE & COMPU SUPPL	9,500.00	2,000.00	943.72	.00	1,056.28	47.19
003		**9,500.00**	**2,000.00**	**943.72**	**.00**	**1,056.28**	**47.19**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER		**9,500.00**	**2,000.00**	**943.72**	**.00**	**1,056.28**	**47.19**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1242 JUSTICE COURT TECHNOLOGY							
001							
2-1242-412-00-060-001-0-601	JUSTICE CRT TECH-OFFICE & COMPUTER SUPPL	.00	125.00	112.22	.00	12.78	89.78
001		**.00**	**125.00**	**112.22**	**.00**	**12.78**	**89.78**
1242 JUSTICE COURT TECHNOLOGY		**.00**	**125.00**	**112.22**	**.00**	**12.78**	**89.78**
1243 PROBATE COURT CONTRIBUTIONS							
002							
2-1243-412-00-023-002-0-601	PROBATE COURT-OFFICE & COMPU SUPPL	500.00	500.00	.00	.00	500.00	.00
002		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1243 PROBATE COURT CONTRIBUTIONS		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1245 JUSTICE COURT BUILDING SECURITY							
002							
2-1245-412-00-060-002-0-601	JUST CRT BLDG SECURITY-OFFICE & COMPUTER	.00	3,285.94	.00	.00	3,285.94	.00
002		**.00**	**3,285.94**	**.00**	**.00**	**3,285.94**	**.00**
1245 JUSTICE COURT BUILDING SECURITY		**.00**	**3,285.94**	**.00**	**.00**	**3,285.94**	**.00**
1246 T.A.C. SPECIAL VEHICLE INVENTORY							
003							
2-1246-415-15-140-003-0-550	TAX OFF-PRINTING & BINDING	10,000.00	10,000.00	.00	.00	10,000.00	.00
2-1246-415-15-140-003-0-601	TAX OFF-OFFICE & COMPU SUPPL	25,000.00	25,000.00	.00	331.37	24,668.63	1.33
003		**35,000.00**	**35,000.00**	**.00**	**331.37**	**34,668.63**	**.95**
1246 T.A.C. SPECIAL VEHICLE INVENTORY		**35,000.00**	**35,000.00**	**.00**	**331.37**	**34,668.63**	**.95**
1247 LAW LIBRARY							
001							
2-1247-412-50-100-001-0-550	LAW LIBRARY-PRINTING & BINDING	1,500.00	1,500.00	500.00	.00	1,000.00	33.33
2-1247-412-50-100-001-0-601	LAW LIBRARY-OFFICE & COMPU SUPPL	2,500.00	2,500.00	353.55	939.58	1,206.87	51.73
001		**4,000.00**	**4,000.00**	**853.55**	**939.58**	**2,206.87**	**44.83**
1247 LAW LIBRARY		**4,000.00**	**4,000.00**	**853.55**	**939.58**	**2,206.87**	**44.83**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
014							
2-1254-412-00-270-014-0-550	HIDTA US JUSTICE-PRINTING & BINDING	1,500.00	1,500.00	169.00	.00	1,331.00	11.27
2-1254-412-00-270-014-0-601	HIDTA US JUSTICE-OFFICE & COMPUTER SUPPL	7,000.00	7,000.00	1,375.99	2,184.45	3,439.56	50.86
014		**8,500.00**	**8,500.00**	**1,544.99**	**2,184.45**	**4,770.56**	**43.88**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST		**8,500.00**	**8,500.00**	**1,544.99**	**2,184.45**	**4,770.56**	**43.88**
1281 DESIGNATED PURPOSE GRANTS LVL 1							
012							
2-1281-412-00-080-012-2-550	CJD-BPU-PRINTING & BINDING	.00	2,000.00	.00	.00	2,000.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1281 DESIGNATED PURPOSE GRANTS LVL 1							
012							
2-1281-412-00-080-012-2-601	CJD-BPU-OFFICE & COMPUTER SUPPLIES	.00	3,500.00	.00	.00	3,500.00	.00
012		**.00**	**5,500.00**	**.00**	**.00**	**5,500.00**	**.00**
1281 DESIGNATED PURPOSE GRANTS LVL 1		**.00**	**5,500.00**	**.00**	**.00**	**5,500.00**	**.00**
1282 DESIGNATED PURPOSE GRANTS LVL 2							
004							
2-1282-412-30-085-004-2-601	PUBLIC DEFENDER'S JUV SECT-OFFICE & COMP	.00	4,490.00	276.47	4,141.37	72.16	98.39
004		**.00**	**4,490.00**	**276.47**	**4,141.37**	**72.16**	**98.39**
1282 DESIGNATED PURPOSE GRANTS LVL 2		**.00**	**4,490.00**	**276.47**	**4,141.37**	**72.16**	**98.39**
1283 DESIGNATED PURPOSE GRANTS LVL 3							
026							
2-1283-429-10-300-026-0-550	HAZARD MITIGATION-PRINTING & BINDING	.00	953.69	.00	.00	953.69	.00
026		**.00**	**953.69**	**.00**	**.00**	**953.69**	**.00**
1283 DESIGNATED PURPOSE GRANTS LVL 3		**.00**	**953.69**	**.00**	**.00**	**953.69**	**.00**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
065							
2-1284-421-00-280-065-3-601	ARRA RECOVERY JAG-OFFICE & COMPUTER SUPP	.00	340.00	.00	.00	340.00	.00
065		**.00**	**340.00**	**.00**	**.00**	**340.00**	**.00**
084							
2-1284-421-00-280-084-2-601	OCDETF-SW-TXS-811-OFFICE & COMPUTER SUP	.00	2,413.00	.00	2,293.65	119.35	95.05
084		**.00**	**2,413.00**	**.00**	**2,293.65**	**119.35**	**95.05**
085							
2-1284-421-00-280-085-2-601	OCDETF-SW-TXS-811H-OFFICE & COMPUTER SUP	.00	179.99	.00	149.99	30.00	83.33
085		**.00**	**179.99**	**.00**	**149.99**	**30.00**	**83.33**
030							
2-1284-421-51-280-030-0-601	LRGVDC 911 PROGRAM-OFFICE & COMPUTER SUP	.00	42.25	.00	42.25	.00	100.00
030		**.00**	**42.25**	**.00**	**42.25**	**.00**	**100.00**
042							
2-1284-423-00-280-042-0-601	SCAAP-OFFICE AND COMPUTER SUPPLIES	.00	129.75	.00	.00	129.75	.00
042		**.00**	**129.75**	**.00**	**.00**	**129.75**	**.00**
1284 DESIGNATED PURPOSE GRANTS LVL 4		**.00**	**3,104.99**	**.00**	**2,485.89**	**619.10**	**80.06**
1287 DESIGNATED PURPOSE GRANTS LVL 7							
070							
2-1287-465-20-110-070-9-550	EDA-PRINTING & BINDING	.00	6,000.22	.00	.00	6,000.22	.00
2-1287-465-20-110-070-9-601	EDA-OFFICE & COMPU SUPPL	.00	14.29	.00	.00	14.29	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1287 DESIGNATED PURPOSE GRANTS LVL 7							
070							
070		**.00**	**6,014.51**	**.00**	**.00**	**6,014.51**	**.00**
1287 DESIGNATED PURPOSE GRANTS LVL 7		**.00**	**6,014.51**	**.00**	**.00**	**6,014.51**	**.00**
1292 WIC							
001							
2-1292-441-00-350-001-2-550	WIC ADM-PRINTING & BINDING	.00	9,780.05	1,681.55	191.00	7,907.50	19.15
2-1292-441-00-350-001-2-601	WIC ADM-OFFICE & COMPU SUPPL	.00	71,046.50	12,046.72	20,810.44	38,189.34	46.25
001		**.00**	**80,826.55**	**13,728.27**	**21,001.44**	**46,096.84**	**42.97**
014							
2-1292-441-00-350-014-2-550	WIC OBESITY PREV-PRINTING & BINDING	.00	718.66	198.80	.00	519.86	27.66
2-1292-441-00-350-014-2-601	WIC OBESITY PREV-OFFICE & COMPUTER SUPPL	.00	377.40	.00	264.10	113.30	69.98
014		**.00**	**1,096.06**	**198.80**	**264.10**	**633.16**	**42.23**
1292 WIC		**.00**	**81,922.61**	**13,927.07**	**21,265.54**	**46,730.00**	**42.96**
1293 HEALTH DEPARTMENT							
005							
2-1293-441-00-340-005-0-601	H.D. ADM-OFFICE & COMPU SUPPL	.00	30,500.00	4,036.04	11,750.00	14,713.96	51.76
005		**.00**	**30,500.00**	**4,036.04**	**11,750.00**	**14,713.96**	**51.76**
006							
2-1293-441-00-340-006-2-601	RLSS-LPHS-OFFICE & COMPUTER SUPPLIES	.00	16,668.98	.00	1,437.25	15,231.73	8.62
006		**.00**	**16,668.98**	**.00**	**1,437.25**	**15,231.73**	**8.62**
008							
2-1293-441-00-340-008-2-550	T.B. CONTROL-PRINTING & BINDING	.00	1,204.00	.00	.00	1,204.00	.00
2-1293-441-00-340-008-2-601	T.B. CONTROL-OFFICE & COMPUTER SUPPLIES	.00	13,895.00	157.17	.00	13,737.83	1.13
008		**.00**	**15,099.00**	**157.17**	**.00**	**14,941.83**	**1.04**
011							
2-1293-441-00-340-011-0-550	TDH T.B.ELIM-PRINTING & BINDING	.00	13,000.00	.00	.00	13,000.00	.00
2-1293-441-00-340-011-0-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	.00	16,446.00	.00	.00	16,446.00	.00
011		**.00**	**29,446.00**	**.00**	**.00**	**29,446.00**	**.00**
012							
2-1293-441-00-340-012-2-550	IMM DIV LOCAL-PRINTING & BINDING	.00	4,330.62	3,206.50	.00	1,124.12	74.04
2-1293-441-00-340-012-2-601	IMM DIV LOCAL-OFFICE & COMPU SUPPL	.00	10,471.68	2,721.24	.00	7,750.44	25.99
012		**.00**	**14,802.30**	**5,927.74**	**.00**	**8,874.56**	**40.05**
028							
2-1293-441-00-340-028-2-601	BORDER HEALTH EWIDS-OFFICE & COMPUTER SU	.00	2,200.00	889.28	.00	1,310.72	40.42
028		**.00**	**2,200.00**	**889.28**	**.00**	**1,310.72**	**40.42**
051							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
051							
2-1293-441-00-340-051-2-601	CHILD HEALTH-OFFICE & COMPUTER SUPPLIES	.00	6,012.00	.00	.00	6,012.00	.00
051		**.00**	**6,012.00**	**.00**	**.00**	**6,012.00**	**.00**
052							
2-1293-441-00-340-052-2-550	PRENATAL/MATERNITY-PRINTING & BINDING	.00	10,000.00	.00	.00	10,000.00	.00
2-1293-441-00-340-052-2-601	PRENATAL/MATERNITY-OFFICE & COMPUTER SUP	.00	20,000.00	.00	.00	20,000.00	.00
052		**.00**	**30,000.00**	**.00**	**.00**	**30,000.00**	**.00**
054							
2-1293-441-00-340-054-1-601	BBHW-OFFICE & COMPUTER SUPPLI	.00	14.27	.00	.00	14.27	.00
2-1293-441-00-340-054-2-601	BBHW-OFFICE & COMPUTER SUPPLI	.00	1,645.00	.00	.00	1,645.00	.00
054		**.00**	**1,659.27**	**.00**	**.00**	**1,659.27**	**.00**
013							
2-1293-441-10-340-013-2-550	CPH BIO PREP-PRINTING AND BINDING	.00	3,000.00	2,100.00	.00	900.00	70.00
2-1293-441-10-340-013-2-601	CPH BIO PREP-OFFICE & COMPUTER SUPPLIES	.00	11,743.00	72.90	.00	11,670.10	.62
013		**.00**	**14,743.00**	**2,172.90**	**.00**	**12,570.10**	**14.74**
1293 HEALTH DEPARTMENT		**.00**	**161,130.55**	**13,183.13**	**13,187.25**	**134,760.17**	**16.37**
1294 JUVENILE PROBATION							
014							
2-1294-423-00-330-014-0-601	COMPUTERIZATION-OFFICE & COMPU SUPPL	.00	1,053.73	.00	.00	1,053.73	.00
014		**.00**	**1,053.73**	**.00**	**.00**	**1,053.73**	**.00**
1294 JUVENILE PROBATION		**.00**	**1,053.73**	**.00**	**.00**	**1,053.73**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
028							
2-1295-423-00-330-028-0-601	WESL B/C-OFFICE & COMPU SUPPL	10,000.00	10,000.00	333.00	6,655.72	3,011.28	69.89
028		**10,000.00**	**10,000.00**	**333.00**	**6,655.72**	**3,011.28**	**69.89**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**10,000.00**	**10,000.00**	**333.00**	**6,655.72**	**3,011.28**	**69.89**
1297 ADULT PROBATION							
002							
2-1297-423-00-320-002-2-550	BASIC SUPERVISION-PRINTING & BINDING	.00	5,465.92	2,178.55	902.35	2,385.02	56.37
2-1297-423-00-320-002-2-601	BASIC SUPERVISION-OFFICE & COMPU SUPPL	.00	65,503.64	7,838.11	13,625.36	44,040.17	32.77
002		**.00**	**70,969.56**	**10,016.66**	**14,527.71**	**46,425.19**	**34.58**
008							
2-1297-423-00-320-008-2-601	COMM CORR-OFFICE & COMPU SUPPL	.00	1,967.65	1,145.93	26.88	794.84	59.60
008		**.00**	**1,967.65**	**1,145.93**	**26.88**	**794.84**	**59.60**
014							
2-1297-423-00-320-014-2-601	DRUG CRT-OFFICE & COMPU SUPPLIES	.00	12.00	.00	.00	12.00	

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
014							
2-1297-423-00-320-014-2-601	DRUG CRT-OFFICE & COMPU SUPPLIES						.00
014		**.00**	**12.00**	**.00**	**.00**	**12.00**	**.00**
018							
2-1297-423-00-320-018-2-601	DP CASELOAD REDUCTION-OFFICE & COMPUTER	.00	13,305.00	.00	.00	13,305.00	.00
018		**.00**	**13,305.00**	**.00**	**.00**	**13,305.00**	**.00**
020							
2-1297-423-00-320-020-2-550	SATF-PRINTING & BINDING	.00	480.00	.00	.00	480.00	.00
2-1297-423-00-320-020-2-601	SATF-OFFICE & COMPU SUPPL	.00	3,898.77	733.79	972.42	2,192.56	43.76
020		**.00**	**4,378.77**	**733.79**	**972.42**	**2,672.56**	**38.97**
035							
2-1297-423-00-320-035-2-601	AFTERCARE SERVICES-OFFICE & COMPUTER SUP	.00	148.00	.00	.00	148.00	.00
035		**.00**	**148.00**	**.00**	**.00**	**148.00**	**.00**
036							
2-1297-423-00-320-036-2-601	FEDERAL RSAT-OFFICE & COMPUTER SUPPLIES	.00	10,800.00	3,444.78	381.85	6,973.37	35.43
036		**.00**	**10,800.00**	**3,444.78**	**381.85**	**6,973.37**	**35.43**
1297 ADULT PROBATION		**.00**	**101,580.98**	**15,341.16**	**15,908.86**	**70,330.96**	**30.76**
2201 SELF-FUNDED HEALTH BENEFITS							
009							
2-2201-415-00-115-009-0-550	DBM-HEALTH INS ADM-PRINTING & BINDING	700.00	700.00	.00	.00	700.00	.00
2-2201-415-00-115-009-0-601	DBM-HEALTH INS ADM-OFFICE & COMPU SUPPL	325.00	476.75	177.31	.00	299.44	37.19
009		**1,025.00**	**1,176.75**	**177.31**	**.00**	**999.44**	**15.07**
2201 SELF-FUNDED HEALTH BENEFITS		**1,025.00**	**1,176.75**	**177.31**	**.00**	**999.44**	**15.07**
2202 SELF-FUNDED WORKERS' COMP							
065							
2-2202-419-50-115-065-0-550	DBM-W/C DIV-PRINTING & BINDING	1,000.00	500.00	.00	.00	500.00	.00
2-2202-419-50-115-065-0-601	DBM-W/C DIV-OFFICE & COMPU SUPPL	3,848.31	4,118.50	134.85	834.00	3,149.65	23.52
065		**4,848.31**	**4,618.50**	**134.85**	**834.00**	**3,649.65**	**20.98**
2202 SELF-FUNDED WORKERS' COMP		**4,848.31**	**4,618.50**	**134.85**	**834.00**	**3,649.65**	**20.98**
2 YEAR 2		**1,034,969.34**	**1,428,722.94**	**183,110.65**	**334,314.70**	**911,297.59**	**36.22**

AI-32064 **Purchasing Department** **23. A. 6.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of rebate checks from COMDATA (fuel cards) for the 1st quarter of 2012 in the amount of $958.62.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Rebates

Attachments

receipts

receipts

rebate check

rebate check

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/27/2012 02:31 PM
Budget & Management	Merlen P. Munoz	04/27/2012 02:42 PM
Ivan Cantu	Ivan Cantu	05/04/2012 04:04 PM
Auditor's Office	Arcilia Duran	05/04/2012 04:09 PM

Form Started By: Nielda Cavazos Started On: 04/25/2012 10:53 AM

Final Approval Date: 05/04/2012

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155322

Received From: COMDATA CONSTABLE PCT. 3 04/25/12 Date 04/26/12

1	1573574	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	150.81

Total: **150.81**

Check Total	150.81
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155323

Received From: COMDATA FIRE MARSHAL'S 04/25/12 Date 04/26/12

1	1573638	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	45.97

Total: **45.97**

Check Total	45.97
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155324

Received From: COMDATA ADULT PROBATION 04/25/12 Date 04/26/12

1	1573640	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	48.57

Total: **48.57**

Check Total	48.57
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155325

Received From: COMDATA PLANNING DEPT. 04/25/12 Date 04/26/12

1	1573641	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	33.30

Total: **33.30**

Check Total	33.30
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155326

Received From: COMDATA HEALTH & HUMAN SRVC. 04/25/12 Date 04/26/12

1	1573642	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	135.76

Total: **135.76**

Check Total	135.76
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155327

Received From: COMDATA WIC DEPT. 04/25/12 Date 04/26/12

1	1573643	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	34.90

Total: **34.90**

Check Total	34.90
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155328

Received From: COMDATA CONSTABLE PCT. 3 04/25/12 Date 04/26/12

1	1573644	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	53.58

Total: **53.58**

Check Total	53.58
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155329

Received From: COMDATA CONSTABLE PCT. 4 04/25/12 Date 04/26/12

1	1573645	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	111.48

Total: **111.48**

Check Total	111.48
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155330

Received From: COMDATA HIDTA DEPT. 04/25/12 Date 04/26/12

1	1573646	04/17/12 TX 1ST QTR 2012	2-1291-412-00-270-003-1-626	73.55

Total: **73.55**

Check Total	73.55
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155331

Received From: COMDATA CONSTABLE PCT. 5 04/25/12 Date 04/26/12

1	1573651	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	39.95

Total: **39.95**

Check Total	39.95
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155332

Received From: COMDATA BUDGET & MANAGEMENT 04/25/12 Date 04/26/12

1	1573654	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	27.82

Total: **27.82**

Check Total	27.82
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155333

Received From: COMDATA CO. JUDGE'S 04/25/12 Date 04/26/12

1	1573658	04/17/12 TX 4TH QTR 2011	2-1100-227-30-000-021-0-000	9.51
2	1573658	04/17/12 TX 2ND QTR 2011	2-1100-227-30-000-021-0-000	4.34
3	1573658	04/17/12 TX 1st QTR 2012	2-1100-227-30-000-021-0-000	4.46
4	1573658	04/17/12 TX 3RD QTR 2011	2-1100-227-30-000-021-0-000	3.14
5	1573658	04/17/12 TX 3RD QTR 2011	2-1100-227-30-000-021-0-000	3.82

Total: **25.27**

Check Total	25.27
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155334

Received From: COMDATA CONSTABLE PCT. 1 04/25/12 Date 04/26/12

1	1573573	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	42.82

Total: **42.82**

Check Total	42.82
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155335

Received From: COMDATA SHERIFF'S DEPT. 04/25/12 Date 04/26/12

1	1573678	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	95.52

Total: **95.52**

Check Total	95.52
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 155336

Received From: COMDATA DBM SAFETY DIV. 04/25/12 Date 04/26/12

1	1573637	04/17/12 TX 1ST QTR 2012	2-1100-227-30-000-021-0-000	39.32

Total: **39.32**

Check Total	39.32
Cash Total	.00
Credit Total	.00
Other Total	.00

XY691 **HIDALGO COUNTY CONSTABLE PCT 3** CHECK NBR 1573574 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		150.81	0.00	150.81
			TOTAL	150.81	0.00	150.81

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

usbank.
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1573574

AMOUNT
$ ********150.81
DOLLARS

PAY DATE 04/19/12 1573574

ONE HUNDRED FIFTY AND 81/100----------

TO THE ORDER OF
HIDALGO COUNTY CONSTABLE PCT 3
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

Robert E Hall

⑈0001573574⑈ ⑆091215927⑆ 152100004224⑈

XY858 **HIDALGO EMERGENCY FIRE DIV.** CHECK NBR 1573638 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		45.97	0.00	45.97
			TOTAL	45.97	0.00	45.97

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573638

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********45.97
DOLLARS

PAY DATE 04/19/12 1573638

FORTY-FIVE AND 97/100----------

TO THE ORDER OF
HIDALGO EMERGENCY FIRE DIV.
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

Robert E. Tyler

⑈000157363 8⑈ ⑆091215927⑆ 15210000422 4⑈

XY866 HIDALGO ADULT BOOT CAMP CHECK NBR 1573640 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		48.57	0.00	48.57
			TOTAL	48.57	0.00	48.57

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood TN 37027

No. 1573640

usbank.
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********48.57
DOLLARS

PAY DATE 04/19/12 1573640

FORTY-EIGHT AND 57/100----------

TO THE ORDER OF
HIDALGO ADULT BOOT CAMP
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

Robert E Tyler

⑈000157364O⑈ ⑆091215927⑆ 15210000422 4⑈

XY868 **HIDALGO PLANNING DEPT** CHECK NBR 1573641 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		33.30	0.00	33.30
			TOTAL	33.30	0.00	33.30

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573641

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********33.30
DOLLARS

PAY DATE 04/19/12 1573641

THIRTY-THREE AND 30/100----------

TO THE ORDER OF
HIDALGO PLANNING DEPT
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001573641⑈ ⑆091215927⑆ 152100004224⑈

XY869 HIDALGO HEALTH AND HUMAN SERVI CHECK NBR 1573642 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		135.76	0.00	135.76
			TOTAL	135.76	0.00	135.76

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573642

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********135.76
DOLLARS

PAY DATE 04/19/12 1573642

ONE HUNDRED THIRTY-FIVE AND 76/100----------

TO THE ORDER OF
HIDALGO HEALTH AND HUMAN SERVI
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈000157364 2⑈ ⑆091215927⑆ 15210000422 4⑈

XY873 HIDALGO WIC CHECK NBR 1573643 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		34.90	0.00	34.90
			TOTAL	34.90	0.00	34.90

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573643

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********34.90
DOLLARS

PAY DATE 04/19/12 1573643

THIRTY-FOUR AND 90/100----------

TO THE ORDER OF
HIDALGO WIC
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001573643⑈ ⑆091215927⑆ 152100004224⑈

XY875 **HIDALGO CONSTIBLE PRECINCT 2** CHECK NBR 1573644 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		53.58	0.00	53.58
			TOTAL	53.58	0.00	53.58

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573644

usbank.
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********53.58
DOLLARS

PAY DATE 04/19/12 1573644

FIFTY-THREE AND 58/100----------

TO THE ORDER OF
HIDALGO CONSTIBLE PRECINCT 2
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78589

⑈000157364 4⑈ ⑆091215927⑆ 152100004224⑈

XY884 **HIDALGO PRECINCT #4** CHECK NBR 1573645 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		111.48	0.00	111.48
			TOTAL	111.48	0.00	111.48

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1573645

AMOUNT
$ *******111.48
DOLLARS

PAY DATE 04/19/12 1573645

ONE HUNDRED ELEVEN AND 48/100----------

TO THE ORDER OF
HIDALGO PRECINCT #4
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

Robert E Tyler

⑈0001573645⑈ ⑆091215927⑆ 152100004224⑈

XY886 HIDALGO HCHTF CHECK NBR 1573646 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		73.55	0.00	73.55
			TOTAL	73.55	0.00	73.55

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573646

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********73.55
DOLLARS

PAY DATE 04/19/12 1573646

SEVENTY-THREE AND 55/100----------

TO THE ORDER OF
HIDALGO HCHTF
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈000157364 6⑈ ⑆091215927⑆ 15210000422 4⑈

XY901 **HIDALGO PRECINCT #5** CHECK NBR 1573651 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		39.95	0.00	39.95
			TOTAL	39.95	0.00	39.95

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573651

usbank.
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********39.95
DOLLARS

PAY DATE 04/19/12 1573651

THIRTY-NINE AND 95/100----------

TO THE ORDER OF
HIDALGO PRECINCT #5
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

Robert E Kelly

⑈0001573651⑈ ⑆091215927⑆ 152100004224⑈

XY907 HIDALGO DBM CHECK NBR 1573654 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		27.82	0.00	27.82
			TOTAL	27.82	0.00	27.82

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573654

usbank.
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********27.82
DOLLARS

PAY DATE 04/19/12 1573654

TWENTY-SEVEN AND 82/100----------

TO THE ORDER OF
HIDALGO DBM
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001573654⑈ ⑆091215927⑆ 152100004224⑈

XY916 HIDALGO COUNTY JUDGE CHECK NBR 1573658 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	04/17/12		9.51	0.00	9.51
CREDIT JUN11	TX 2ND QTR 2011	04/17/12		4.34	0.00	4.34
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		4.46	0.00	4.46
CREDIT SEP11	TX 3RD QTR 2011	04/17/12		3.14	0.00	3.14
CREDIT SEP11A	TX 3RD QTR 2011	04/17/12		3.82	0.00	3.82
			TOTAL	25.27	0.00	25.27

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573658

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********25.27
DOLLARS

PAY DATE 04/19/12 1573658

TWENTY-FIVE AND 27/100----------

TO THE ORDER OF
HIDALGO COUNTY JUDGE
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINGBURG TX 78539

⑈0001573658⑈ ⑆091215927⑆ 152100004224⑈

XY689 **HIDALGO COUNTY CONSTABLE PCT 1** CHECK NBR 1573573 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		42.82	0.00	42.82
			TOTAL	42.82	0.00	42.82

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573573

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********42.82
DOLLARS

PAY DATE 04/19/12 1573573

FORTY-TWO AND 82/100----------

TO THE ORDER OF
HIDALGO COUNTY CONSTABLE PCT 1
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001573573⑈ ⑆091215927⑆ 152100004224⑈

XY961 **HIDALGO COUNTY SHERIFF DEPT** CHECK NBR 1573678 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		95.52	0.00	95.52
			TOTAL	95.52	0.00	95.52

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573678

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********95.52
DOLLARS

PAY DATE 04/19/12 1573678

NINETY-FIVE AND 52/100----------

TO THE ORDER OF
HIDALGO COUNTY SHERIFF DEPT
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001573678⑈ ⑆091215927⑆ 152100004224⑈

XY857 **HIDALGO DBM SAFETY DIV.** CHECK NBR 1573637 DATE 04/19/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT MAR12	TX 1ST QTR 2012	04/17/12		39.32	0.00	39.32
			TOTAL	39.32	0.00	39.32

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1573637

usbank.
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********39.32
DOLLARS

PAY DATE 04/19/12 1573637

THIRTY-NINE AND 32/100----------

TO THE ORDER OF
HIDALGO DBM SAFETY DIV.
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001573637⑈ ⑆091215927⑆ 152100004224⑈

AI-32191 **Purchasing Department** **23. B. 1.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Commissioner/Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of following with Asago, LLC dba Asago Construction for El Gato Road & Drainage Improvement Project, as submitted and recommended by project engineer, R. Gutierrez Engineering Corporation, contract #C-11-161-07-05:

a. Acceptance and approval of Change Order No.3 decrease in the amount of ($28,025.90) to reflect final quantity adjustments and an increase of 3 calendar day;

b. "Certificate of Substantial Completion" reflecting the Punch List date of March 27, 2012;

c. Application for Final Payment in the amount of $71,647.57;

d. Application for (Retainage) in the amount of $32,493.33;

e. "Certificate of Construction Completion" reflection the completion date of March 30, 2012.

With authorithy for County Judge or Court member to execute docment(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-051-0-XXX

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

BUDGETARY IMPACT:

PO #662525 available balance in the amount of $103,444.40

Attachments

Certificate of Substantial Completion
CO #3
Final Payment Application
Application for Retainage
Certificate of Construction Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/03/2012 01:30 PM
Budget & Management	Merlen P. Munoz	05/03/2012 03:13 PM

Auditor's Office Monica Badillo 05/04/2012 05:00 PM

Form Started By: Yolanda Cisneros Started On: 05/02/2012 03:08 PM

Final Approval Date: 05/04/2012

Certificate of Substantial Completion

PROJECT:	**ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS**
PROJECT NUMBER:	**ENG09.022a**
OWNER:	**HIDALGO COUNTY PRECINCT NO. 2**
CONTRACTOR:	**ASAGO CONSTRUCTION**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

R. Gutierrez Engineering Corp.	Ramiro Gutierrez P.E.	3/22/2012
Engineer	By	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by March 30, 2012.

ASAGO CONSTRUCTION		3/22/2012
Contractor	By	Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 11:59 p.m. on _____.
(Date)

Owner	By	Date

R. Gutierrez Engineering Corporation

Engineering Firm Number: F-486
Surveying Firm Number: 101650-00

March 27, 2012

Mr. Raul Iglesias
Asago Construction
2113 Pecos
Mission, Texas 78572

Subject: Punch List – El Gato Road

Dear Mr. Iglesias:

A walk through inspection was conducted on March 27, 2012 for the purpose of formulating a punch list of pending items required for final acceptance of the "Road & Drainage Construction of El Gato Road Improvements" project by Hidalgo County Precinct #2.

ATTENDEES: R. Gutierrez Engineering Corporation; Asago Construction

PUNCH LIST ITEMS:

1. Anchor down plastic on handicap ramps at El Gato Rd., Tower Rd., and school entrance.
2. Finish curb tie in to inlet at north side of El Gato Rd. and Tower Rd. intersection.
3. Do clean up of all Type-F inlets.
4. Grout inside inlets.
5. Repair cracks on curb.
6. Pave ACP driveway at lift station.
7. Remove protective plastic from ramps at Alamo Rd. and El Gato Rd.
8. General clean up.
9. Need to add dirt behind curb.
10. Need to paint or remove graffiti from curb and gutter.

These items need to be completed the final walk through with the client. The final walk through is scheduled for March 30, 2012 @ 10:00 AM.

Please do not hesitate to call me at my office at 956-782-2557 if you have any questions or need additional information.

Sincerely,

Ramiro Gutierrez, Jr., P.E.
President

cc RGEC Files

130 East Park Avenue – Pharr, Texas 78577 – Phone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgec.net

CHANGE ORDER NUMBER THREE (3)

PROJECT: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS

DATE OF ISSUANCE: _____ **EFFECTIVE DATE:** _____

OWNER: HIDALGO COUNTY PRECINCT No. 2

CONTRACTOR: ASAGO CONSTRUCTION
2113 Pecos
Mission, TX 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Final Quantity Adjustments
2. Add 4 ea. Prefab Pav Mrk Ty B (W) (Arrow) (Temp.)
3. 3 additional days added to contract time

Reason:

1. Final quantity adjustments.
2. 4 arrows added during temporary striping phase (not included in previous change order)
3. Time added to contract for following reasons:
   - 1 day when contractor was ready to prime flexbase, but it was too windy
     3/7
   - 2 days where it either rained or conditions were too wet to work between March 1, 2012 and March 22, 2012
     3/9, 3/10

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 643,798.80		Original Contract Time for Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order $ 34,093.40		Net change from previous Change Orders	78 calendar days
Contract Price prior to this Change Order $ 677,892.20		Contract Time prior to this Change Order Substantial Completion:	198 calendar days or dates
Net Increase (decrease) of this Change Order $ (28,025.90)		Net Increase (decrease) of this Change Order	3 calendar days
Contract Price with all approved Change Orders $ 649,866.30	Net % increase (decrease) from original contract price. 0.90 %	Contract Time with all approved Change Orders Substantial Completion:	201 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: April 23, 2012

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: April 23, 2012

Sign Here

CHANGE ORDER NO. 3 TABULATION
HIDALGO COUNTY PRECINCT No. 2
ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Change Order #3 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3
	ROADWAY														
100	38.98	38.98	38.98	38.98	STA	Preparation of Right-of-Way	$ 60.00	$ 60.00	$ 2,338.80	0.00	2,338.80	0.00	2,338.80	0.00	2,338.80
110	18,717.00	18,717.00	18,717.00	18,717.00	CY	Excavation (Roadway)	$ 2.00	$ 2.00	$ 37,434.00	0.00	37,434.00	0.00	37,434.00	0.00	37,434.00
132	318.00	318.00	318.00	318.00	CY	Embankment (Final) (Esns. Cont.) (Ty C)	$ 15.00	$ 15.00	$ 4,770.00	0.00	4,770.00	0.00	4,770.00	0.00	4,770.00
164	6,705.00	6,705.00	6,705.00	6,705.00	SY	Cell Fbr Mlch Seed (Temp)(Warm)	$ 0.50	$ 0.50	$ 3,352.50	0.00	3,352.50	0.00	3,352.50	0.00	3,352.50
164	6,705.00	6,705.00	6,705.00	5,364.00	SY	Cell Fbr Mlch Seed (Temp)(Cool)	$ 0.50	$ 0.50	$ 3,352.50	0.00	3,352.50	0.00	3,352.50	(670.50)	2,682.00
164	13,410.00	13,410.00	13,410.00	13,410.00	SY	Cell Fbr Mlch Seed (Perm)(Rural)(Clay)	$ 0.50	$ 0.50	$ 6,705.00	0.00	6,705.00	0.00	6,705.00	0.00	6,705.00
247	23,067.00	23,067.00	23,067.00	23,067.00	SY	Flexible Base (Mat'l Supplied by County) (8")	$ 1.00	$ 1.00	$ 23,067.00	0.00	23,067.00	0.00	23,067.00	0.00	23,067.00
260	24,309.00	24,309.00	24,309.00	24,309.00	SY	Lime Trt (Exst Matl)(12")	$ 1.50	$ 1.50	$ 36,463.50	0.00	36,463.50	0.00	36,463.50	0.00	36,463.50
260	23,067.00	23,067.00	23,067.00	23,067.00	SY	Lime Treat(New Base)(8")	$ 1.50	$ 1.50	$ 34,600.50	0.00	34,600.50	0.00	34,600.50	0.00	34,600.50
260	716.00	716.00	716.00	716.00	TON	Lime (Slurry or Commercial Slurry)	$ 170.00	$ 170.00	$ 121,720.00	0.00	121,720.00	0.00	121,720.00	0.00	121,720.00
310	6,265.00	6,265.00	6,265.00	6,265.00	GAL	Prime Coat (MC-30)	$ 6.00	$ 6.00	$ 37,590.00	0.00	37,590.00	0.00	37,590.00	0.00	37,590.00
400	55.20	55.20	55.20	55.20	SY	Cut & Restore Pavement	$ 50.00	$ 50.00	$ 2,760.00	0.00	2,760.00	0.00	2,760.00	0.00	2,760.00
402	1,034.00	1,034.00	1,034.00	1,034.00	LF	Trench Excav Protection	$ 1.00	$ 1.00	$ 1,034.00	0.00	1,034.00	0.00	1,034.00	0.00	1,034.00
432	2.00	2.00	2.00	2.00	CY	Concrete Riprap (CL C)	$ 2,000.00	$ 2,000.00	$ 4,000.00	0.00	4,000.00	0.00	4,000.00	0.00	4,000.00
464	132.00	132.00	132.00	132.00	LF	RC Pipe (CL III) (18")	$ 50.00	$ 50.00	$ 6,600.00	0.00	6,600.00	0.00	6,600.00	0.00	6,600.00
464	146.00	146.00	146.00	146.00	LF	RC Pipe (CL III) (24")	$ 55.00	$ 55.00	$ 8,030.00	0.00	8,030.00	0.00	8,030.00	0.00	8,030.00
464	667.00	667.00	667.00	667.00	LF	RC Pipe (CL III) (30")	$ 75.00	$ 75.00	$ 50,025.00	0.00	50,025.00	0.00	50,025.00	0.00	50,025.00
464	345.00	345.00	345.00	318.60	LF	RC Pipe (CL III) (36")	$ 100.00	$ 100.00	$ 34,500.00	0.00	34,500.00	0.00	34,500.00	(2,640.00)	31,860.00
465	1.00	1.00	1.00	1.00	EA	Inlet (Complete) (Ty A)	$ 3,500.00	$ 3,500.00	$ 3,500.00	0.00	3,500.00	0.00	3,500.00	0.00	3,500.00
465	8.00	8.00	8.00	8.00	EA	Inlet (Complete) (Ty F)	$ 5,000.00	$ 5,000.00	$ 40,000.00	0.00	40,000.00	0.00	40,000.00	0.00	40,000.00
465	5.00	5.00	5.00	5.00	EA	Inlet Extension	$ 700.00	$ 700.00	$ 3,500.00	0.00	3,500.00	0.00	3,500.00	0.00	3,500.00
465	3.00	3.00	3.00	3.00	EA	Manhole (Complete) (Ty A)	$ 3,000.00	$ 3,000.00	$ 9,000.00	0.00	9,000.00	0.00	9,000.00	0.00	9,000.00
506	168.00	168.00	168.00	168.00	SY	Construction Exits (TY 2) (Install)	$ 8.00	$ 8.00	$ 1,344.00	0.00	1,344.00	0.00	1,344.00	0.00	1,344.00
506	168.00	168.00	168.00	168.00	SY	Construction Exits (Remove)	$ 4.00	$ 4.00	$ 672.00	0.00	672.00	0.00	672.00	0.00	672.00
529	7,749.00	7,610.00	7,610.00	7,610.00	LF	Conc. Curb & Gutter (Ty A)(Barrier)	$ 8.00	$ 8.00	$ 61,992.00	(1,112.00)	60,880.00	0.00	60,880.00	0.00	60,880.00
529	600.00	490.00	490.00	490.00	LF	Conc. Valley Gutter (6-Ft)	$ 8.00	$ 8.00	$ 4,800.00	(880.00)	3,920.00	0.00	3,920.00	0.00	3,920.00
530	878.00	878.00	878.00	897.00	SY	Driveways (Asphalt Concrete Pavement)	$ 20.00	$ 20.00	$ 17,560.00	0.00	17,560.00	0.00	17,560.00	380.00	17,940.00
530	18.70	18.70	18.70	47.00	SY	Driveways (Brick Pavers)	$ 50.00	$ 50.00	$ 935.00	0.00	935.00	0.00	935.00	1,415.00	2,350.00
530	429.60	351.60	351.60	351.60	SY	Turnout (Asphalt Concrete Pavement)	$ 20.00	$ 20.00	$ 8,592.00	(1,560.00)	7,032.00	0.00	7,032.00	0.00	7,032.00
531	10.00	8.00	8.00	8.00	EA	Curb Ramps (TY 9)	$ 700.00	$ 700.00	$ 7,000.00	(1,400.00)	5,600.00	0.00	5,600.00	0.00	5,600.00
531	520.00	480.00	480.00	512.00	SY	Sidewalk (Conc) (5-Ft)	$ 40.00	$ 40.00	$ 20,800.00	(1,600.00)	19,200.00	0.00	19,200.00	1,280.00	20,480.00
644	14.00	14.00	14.00	14.00	EA	Install Small Roadside Sign Sup & Assem Ty S80 (1) SA(P)	$ 400.00	$ 400.00	$ 5,600.00	0.00	5,600.00	0.00	5,600.00	0.00	5,600.00
644	8.00	8.00	8.00	8.00	EA	Remove Small Roadside Sign Supp & Assem	$ 100.00	$ 100.00	$ 800.00	0.00	800.00	0.00	800.00	0.00	800.00
666	1,930.00	1,930.00	1,930.00	1,820.00	LF	Refl Pav Mrk Ty 1 (W)(4") (Brk)(100Mil)	$ 1.00	$ 1.00	$ 1,930.00	0.00	1,930.00	0.00	1,930.00	(110.00)	1,820.00
666	250.00	250.00	250.00	375.00	LF	Refl Pav Mrk Ty 1 (W)(8") (Sld)(100 Mil)	$ 3.00	$ 3.00	$ 750.00	0.00	750.00	0.00	750.00	375.00	1,125.00
666	8,900.00	8,900.00	8,900.00	7,860.00	LF	Refl Pav Mrk Ty 1 (Y) (4") (Sld) (100Mil)	$ 1.00	$ 1.00	$ 8,900.00	0.00	8,900.00	0.00	8,900.00	(1,040.00)	7,860.00
666	568.00	568.00	568.00	546.00	LF	Refl Pav Mrk Ty 1 (W) (24") (Sld) (100Mil)	$ 7.00	$ 7.00	$ 3,976.00	0.00	3,976.00	0.00	3,976.00	(154.00)	3,822.00
666	152.00	152.00	152.00	0.00	LF	Refl Pav Mrk Ty 1 (Y) (24") (Sld) (100Mil)	$ 7.00	$ 7.00	$ 1,064.00	0.00	1,064.00	0.00	1,064.00	(1,064.00)	0.00
668	4.00	4.00	4.00	4.00	EA	Prefab Pav Mrk Ty B (W) (Word)	$ 300.00	$ 300.00	$ 1,200.00	0.00	1,200.00	0.00	1,200.00	0.00	1,200.00
668	10.00	10.00	10.00	10.00	EA	Prefab Pav Mrk Ty B (W) (Arrow)	$ 300.00	$ 300.00	$ 3,000.00	0.00	3,000.00	0.00	3,000.00	0.00	3,000.00
672	193.00	193.00	193.00	193.00	EA	Refl Pav Mrk (Ty 1-C)	$ 3.00	$ 3.00	$ 579.00	0.00	579.00	0.00	579.00	0.00	579.00
672	222.00	222.00	222.00	230.00	EA	Refl Pav Mrk (Ty II A-A)	$ 3.00	$ 3.00	$ 666.00	0.00	666.00	0.00	666.00	24.00	690.00
8531	2.00	2.00	2.00	2.00	EA	Solar Powered School Zone Sign & Assembly	$ 6,000.00	$ 6,000.00	$ 12,000.00	0.00	12,000.00	0.00	12,000.00	0.00	12,000.00
502	4.00	4.00	4.00	4.00	MO	Barricades, Signs and Traffic Handling	$ 1,000.00	$ 1,000.00	$ 4,000.00	0.00	4,000.00	0.00	4,000.00	0.00	4,000.00
506	324.00	324.00	324.00	324.00	LF	Temporary Sediment Control Fence	$ 4.00	$ 4.00	$ 1,296.00	0.00	1,296.00	0.00	1,296.00	0.00	1,296.00
662	0.00	7,939.00	7,939.00	7,939.00	LF	4" Solid Yellow (Temp.)	$ 1.00	$ 1.00	$ -	7,939.00	7,939.00	0.00	7,939.00	0.00	7,939.00
662	0.00	610.00	610.00	980.00	LF	4" Broken White (Temp.)	$ 1.00	$ 1.00	$ -	610.00	610.00	0.00	610.00	370.00	980.00
662	0.00	2,325.00	2,325.00	2,325.00	LF	4" Solid White (Temp.)	$ 1.00	$ 1.00	$ -	2,325.00	2,325.00	0.00	2,325.00	0.00	2,325.00
662	0.00	98.00	98.00	98.00	LF	8" Solid White (Temp.)	$ 3.00	$ 3.00	$ -	294.00	294.00	0.00	294.00	0.00	294.00
662	0.00	117.00	117.00	117.00	LF	24" Solid White (Temp.)	$ 7.00	$ 7.00	$ -	819.00	819.00	0.00	819.00	0.00	819.00
677	0.00	428.00	428.00	717.00	LF	Elim. Exist. Marking (4")	$ 1.00	$ 1.00	$ -	428.00	428.00	0.00	428.00	289.00	717.00
550	0.00	1.00	1.00	1.00	LS	Relocate Fence (Sta 40 + 00)	$ 350.00	$ 350.00	$ -	350.00	350.00	0.00	350.00	0.00	350.00
496	0.00	1.00	1.00	1.00	LS	Relocate Structures (Sta 41 + 50)	$ 200.00	$ 200.00	$ -	200.00	200.00	0.00	200.00	0.00	200.00
	0.00	0.00	23,067.00	0.00	SY	Tack Coat (RC-250)	$ 1.20	$ 1.20	$ -	0.00	0.00	27,680.40	27,680.40	(27,680.40)	0.00
668	0.00	0.00	0.00	4.00	EA	Prefab Pav Mrk Ty B (W) (Arrow) (Temp.)	$ 300.00	$ 300.00	$ -	0.00	0.00	0.00	0.00	1,200.00	1,200.00
						TOTAL BASE AMOUNTS:			$ 643,798.80	$ 6,413.00	$ 650,211.80	$ 27,680.40	$ 677,892.20	$ (28,025.90)	$ 649,866.30

4/24/2012
2:28 PM

APPLICATION FOR FINAL PMT

To: Hidalgo County Precinct No. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-11-161-07-05
Project: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS
OWNER's Contract No. C-11-161-07-05 ENGINEER's Project No. ENG09.022A
For Work accomplished through the date of: 22-Mar-2012

1.	Original Contract Price:		$ 643,798.80
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 6,067.50
3.	Current Contract Price (1 plus 2):		$ 649,866.30
4.	Total completed and stored to date:		$ 649,866.30
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 32,493.33	
	5% of stored material:	$ -	
	Total Retainage:		$ 32,493.33
6.	% of Construction $ Amount Completed:		
	100% of contracted $ amount has been completed		
7.	% of Construction Time Completed:		
	120 Original Contract Time in Calendar Days		
	81 Net change by Change Orders and Written Agreements (+ or -)		
	201 Current Contract Time		
	199 Total Contract Days Used to Application Date in Calendar Days		
	0 Total Rain Days Charged to Date		
	99% of contract days have been completed		
8.	Total completed and stored to date less retainage (4 minus 5):		$ 617,372.97
9.	Less previous Application for Payments:		$ (545,725.40)
10.	Balance to Finish:		$ -
11.	AMOUNT DUE THIS APPLICATION (8 MINUS 9):		**$ 71,647.57**

PO # 662525
2-1200-431-00-122-051-0-731
Req # 201331 #34,146.50

PO # 662525
2-1200-431-00-122-051-0-841
Req # 201331 #41,272.09

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4/25/2012

Asago Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 25th
day of April 2012

_____
Notary Public
My Commission expires: 12/16/15

JAIME JAIMEZ, JR
Notary Public, State of Texas
My Commission Expires
December 16, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Dated 4/25/2012

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____, P.E.

INVOICE RECEIVED BY:
Olga Lerma ON 4/26/12
GOODS/SERVICES RECEIVED BY:
Hector Falcon ON 4/26/12

Contractor Name:	Asago Construction
Starting Date:	September 5, 2011
Project Ending Date:	March 24, 2012
Retainage Percent:	5%

Application:	FINAL PMT
Application Date:	April 2, 2012
Period To:	March 22, 2012
Engineer Firm	R. Gutierrez Engineering Corp.

		Original Values and Change Orders				
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #4 Schedule Value
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 643,798.80	$ 650,211.80	$ 677,892.20	$ 649,866.30	
	TOTALS:	$ 643,798.80	$ 650,211.80	$ 677,892.20	$ 649,866.30	$ -

		Payment Application #1			Payment Application #2		
Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 186,023.00	$ 9,301.15	$ 176,721.85	$ 81,526.00	$ 4,076.30	$ 77,449.70
	TOTALS:	$ 186,023.00	$ 9,301.15	$ 176,721.85	$ 81,526.00	$ 4,076.30	$ 77,449.70

		Payment Application #3			Payment Application #4		
Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 62,355.80	$ 3,117.79	$ 59,238.01	$ 72,019.50	$ 3,600.98	$ 68,418.52
	TOTALS:	$ 62,355.80	$ 3,117.79	$ 59,238.01	$ 72,019.50	$ 3,600.98	$ 68,418.52

		Payment Application #5			Payment Application #6		
Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 89,200.00	$ 4,460.00	$ 84,740.00	$ 83,323.50	$ 4,166.18	$ 79,157.32
	TOTALS:	$ 89,200.00	$ 4,460.00	$ 84,740.00	$ 83,323.50	$ 4,166.18	$ 79,157.32

		Payment Application #7 (Final)			Payment Application #8		
Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 75,418.50	$ 3,770.93	$ 71,647.57		$ -	$ -
	TOTALS:	$ 75,418.50	$ 3,770.93	$ 71,647.57	$ -	$ -	$ -

		Totals to Date and Balance to Finish				
Contract Number	Description	Completed to Date	Retainage to Date	Total Completed less Retainage	Previous Payments	Balance to Finish
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 649,866.30	$ 32,493.33	$ 617,372.97	$ 545,725.40	$ 0.00
	TOTALS:	$ 649,866.30	$ 32,493.33	$ 617,372.97	$ 545,725.40	$ 0.00

yoli

From: Javier Gutierrez [javier@rgec.net]
Sent: Monday, April 30, 2012 2:42 PM
To: yoli.cisneros@co.hidalgo.tx.us
Subject: FW: Breakdown of Application for Payment # 7(Final)
Attachments: image001.jpg

Yoli,

Here is the breakdown for the El Gato payment application.

Regards,
Javier Gutierrez
R. Gutierrez Engineering Corporation – Texas Firm #486
956-782-2557
javier@rgec.net

This email and any files transmitted with it contain information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient, you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956)782-2557 or by email at office@rgec.net and delete this message immediately from your computer. Thank you...

From: Raul Iglesias [mailto:raul@asagoconstruction.com]
Sent: Monday, April 30, 2012 2:14 PM
To: javier@rgec.net
Subject: Breakdown of Application for Payment # 7(Final)

Javier,

Application for Payment # 7 (Final) was divided the following way:

Hidalgo County Limits	$34,146.50
Alamo City Limits:	$41,272.00

Best regards,

Raul Iglesias
Manager



956-607-0741
956-585-7040 fx
raul@asagoconstruction.com
www.asagoconstruction.com

From: Javier Gutierrez [mailto:javier@rgec.net]
Sent: Thursday, April 26, 2012 12:00 PM
To: raul@asagoconstruction.com
Subject: Payment Requests & Change Order

Raul,

Attached are the pay requests and change order submitted to Precinct 2 today.

I still need the breakdown for the portions belonging to the County and City.

Please provide via email ASAP.

Regards,
Javier Gutierrez
R. Gutierrez Engineering Corporation – Texas Firm #486
956-782-2557
javier@rgec.net

This email and any files transmitted with it contain information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient, you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956)782-2557 or by email at office@rgec.net and delete this message immediately from your computer. Thank you...

Quantity Worksheet

Contractor Name: Asago Construction

Starting Date: 5-Sep-2011

Project Ending Date: 24-Mar-2012

Engineer's / County Project Desc: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS

				Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Application #1			Application #2		
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)
		Road Improvements																			
1	100	Preparation of Right-of-Way	STA	$ 60.00	38.98	$ 2,338.80	$ 60.00	38.98	$ 2,338.80	$ 60.00	38.98	$ 2,338.80	$ 60.00	38.98	$ 2,338.80	15.00	15.00	$ 900.00		15.00	$ -
2	110	Excavation (Roadway)	CY	$ 2.00	18,717.00	$ 37,434.00	$ 2.00	18,717.00	$ 37,434.00	$ 2.00	18,717.00	$ 37,434.00	$ 2.00	18,717.00	$ 37,434.00	6,000.00	6,000.00	$ 12,000.00	420.00	6,420.00	$ 840.00
3	132	Embankment (Final) (Esns. Cont.) (Ty C)	CY	$ 15.00	318.00	$ 4,770.00	$ 15.00	318.00	$ 4,770.00	$ 15.00	318.00	$ 4,770.00	$ 15.00	318.00	$ 4,770.00		-	$ -		-	$ -
4	164	Cell Fbr Mich Seed (Temp)(Warm)	SY	$ 0.50	6,705.00	$ 3,352.50	$ 0.50	6,705.00	$ 3,352.50	$ 0.50	6,705.00	$ 3,352.50	$ 0.50	6,705.00	$ 3,352.50		-	$ -		-	$ -
5	164	Cell Fbr Mich Seed (Temp)(Cool)	SY	$ 0.50	6,705.00	$ 3,352.50	$ 0.50	6,705.00	$ 3,352.50	$ 0.50	6,705.00	$ 3,352.50	$ 0.50	5,364.00	$ 2,682.00		-	$ -		-	$ -
6	164	Cell Fbr Mich Seed (Perm)(Rural)(Clay)	SY	$ 0.50	13,410.00	$ 6,705.00	$ 0.50	13,410.00	$ 6,705.00	$ 0.50	13,410.00	$ 6,705.00	$ 0.50	13,410.00	$ 6,705.00		-	$ -		-	$ -
7	247	Flexible Base (Mat'l Supplied by County) (8")	SY	$ 1.00	23,067.00	$ 23,067.00	$ 1.00	23,067.00	$ 23,067.00	$ 1.00	23,067.00	$ 23,067.00	$ 1.00	23,067.00	$ 23,067.00		-	$ -	8,000.00	8,000.00	$ 8,000.00
8	260	Lime Trt (Exst Matl)(12")	SY	$ 1.50	24,309.00	$ 36,463.50	$ 1.50	24,309.00	$ 36,463.50	$ 1.50	24,309.00	$ 36,463.50	$ 1.50	24,309.00	$ 36,463.50	4,000.00	4,000.00	$ 6,000.00	4,000.00	8,000.00	$ 6,000.00
9	260	Lime Treat(New Base)(8")	SY	$ 1.50	23,067.00	$ 34,600.50	$ 1.50	23,067.00	$ 34,600.50	$ 1.50	23,067.00	$ 34,600.50	$ 1.50	23,067.00	$ 34,600.50		-	$ -	8,000.00	8,000.00	$ 12,000.00
10	260	Lime (Slurry or Commercial Slurry)	TON	$ 170.00	716.00	$ 121,720.00	$ 170.00	716.00	$ 121,720.00	$ 170.00	716.00	$ 121,720.00	$ 170.00	716.00	$ 121,720.00	79.00	79.00	$ 13,430.00	159.00	238.00	$ 27,030.00
11	310	Prime Coat (MC-30)	GAL	$ 6.00	6,265.00	$ 37,590.00	$ 6.00	6,265.00	$ 37,590.00	$ 6.00	6,265.00	$ 37,590.00	$ 6.00	6,265.00	$ 37,590.00		-	$ -		-	$ -
12	400	Cut & Restore Pavement	SY	$ 50.00	55.20	$ 2,760.00	$ 50.00	55.20	$ 2,760.00	$ 50.00	55.20	$ 2,760.00	$ 50.00	55.20	$ 2,760.00		-	$ -	55.20	55.20	$ 2,760.00
13	402	Trench Excav Protection	LF	$ 1.00	1,034.00	$ 1,034.00	$ 1.00	1,034.00	$ 1,034.00	$ 1.00	1,034.00	$ 1,034.00	$ 1.00	1,034.00	$ 1,034.00	1,034.00	1,034.00	$ 1,034.00		1,034.00	$ -
14	432	Concrete Riprap (CL C)	CY	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00		-	$ -		-	$ -
15	464	RC Pipe (CL III) (18")	LF	$ 50.00	132.00	$ 6,600.00	$ 50.00	132.00	$ 6,600.00	$ 50.00	132.00	$ 6,600.00	$ 50.00	132.00	$ 6,600.00	132.00	132.00	$ 6,600.00		132.00	$ -
16	464	RC Pipe (CL III) (24")	LF	$ 55.00	146.00	$ 8,030.00	$ 55.00	146.00	$ 8,030.00	$ 55.00	146.00	$ 8,030.00	$ 55.00	146.00	$ 8,030.00	106.00	106.00	$ 5,830.00	40.00	146.00	$ 2,200.00
17	464	RC Pipe (CL III) (30")	LF	$ 75.00	667.00	$ 50,025.00	$ 75.00	667.00	$ 50,025.00	$ 75.00	667.00	$ 50,025.00	$ 75.00	667.00	$ 50,025.00	667.00	667.00	$ 50,025.00		667.00	$ -
18	464	RC Pipe (CL III) (36")	LF	$ 100.00	345.00	$ 34,500.00	$ 100.00	345.00	$ 34,500.00	$ 100.00	345.00	$ 34,500.00	$ 100.00	318.60	$ 31,860.00	318.60	318.60	$ 31,860.00		318.60	$ -
19	465	Inlet (Complete) (Ty A)	EA	$ 3,500.00	1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	1.00	1.00	$ 3,500.00		1.00	$ -
20	465	Inlet (Complete) (Ty F)	EA	$ 5,000.00	8.00	$ 40,000.00	$ 5,000.00	8.00	$ 40,000.00	$ 5,000.00	8.00	$ 40,000.00	$ 5,000.00	8.00	$ 40,000.00	8.00	8.00	$ 40,000.00		8.00	$ -
21	465	Inlet Extension	EA	$ 700.00	5.00	$ 3,500.00	$ 700.00	5.00	$ 3,500.00	$ 700.00	5.00	$ 3,500.00	$ 700.00	5.00	$ 3,500.00	5.00	5.00	$ 3,500.00		5.00	$ -
22	465	Manhole (Complete) (Ty A)	EA	$ 3,000.00	3.00	$ 9,000.00	$ 3,000.00	3.00	$ 9,000.00	$ 3,000.00	3.00	$ 9,000.00	$ 3,000.00	3.00	$ 9,000.00	3.00	3.00	$ 9,000.00		3.00	$ -
23	506	Construction Exits (TY 2) (install)	SY	$ 8.00	168.00	$ 1,344.00	$ 8.00	168.00	$ 1,344.00	$ 8.00	168.00	$ 1,344.00	$ 8.00	168.00	$ 1,344.00	168.00	168.00	$ 1,344.00		168.00	$ -
24	506	Construction Exits (Remove)	SY	$ 4.00	168.00	$ 672.00	$ 4.00	168.00	$ 672.00	$ 4.00	168.00	$ 672.00	$ 4.00	168.00	$ 672.00		-	$ -		-	$ -
25	529	Conc. Curb & Gutter (Ty A)(Barrier)	LF	$ 8.00	7,749.00	$ 61,992.00	$ 8.00	7,610.00	$ 60,880.00	$ 8.00	7,610.00	$ 60,880.00	$ 8.00	7,610.00	$ 60,880.00		-	$ -	2,500.00	2,500.00	$ 20,000.00
26	529	Conc. Valley Gutter (6-Ft)	LF	$ 8.00	600.00	$ 4,800.00	$ 8.00	490.00	$ 3,920.00	$ 8.00	490.00	$ 3,920.00	$ 8.00	490.00	$ 3,920.00		-	$ -		-	$ -
27	530	Driveways (Asphalt Concrete Pavement)	SY	$ 20.00	878.00	$ 17,560.00	$ 20.00	878.00	$ 17,560.00	$ 20.00	878.00	$ 17,560.00	$ 20.00	897.00	$ 17,940.00		-	$ -		-	$ -
28	530	Driveways (Brick Pavers)	SY	$ 50.00	18.70	$ 935.00	$ 50.00	18.70	$ 935.00	$ 50.00	18.70	$ 935.00	$ 50.00	47.00	$ 2,350.00		-	$ -		-	$ -
29	530	Turnout (Asphalt Concrete Pavement)	SY	$ 20.00	429.60	$ 8,592.00	$ 20.00	351.60	$ 7,032.00	$ 20.00	351.60	$ 7,032.00	$ 20.00	351.60	$ 7,032.00		-	$ -		-	$ -
30	531	Curb Ramps (TY 9)	EA	$ 700.00	10.00	$ 7,000.00	$ 700.00	8.00	$ 5,600.00	$ 700.00	8.00	$ 5,600.00	$ 700.00	8.00	$ 5,600.00		-	$ -		-	$ -
31	531	Sidewalk (Conc) (5-Ft)	SY	$ 40.00	520.00	$ 20,800.00	$ 40.00	480.00	$ 19,200.00	$ 40.00	480.00	$ 19,200.00	$ 40.00	512.00	$ 20,480.00		-	$ -		-	$ -
32	644	Install Small Roadside Sign Sup & Assem Ty S80 (1) SA(P)	EA	$ 400.00	14.00	$ 5,600.00	$ 400.00	14.00	$ 5,600.00	$ 400.00	14.00	$ 5,600.00	$ 400.00	14.00	$ 5,600.00		-	$ -		-	$ -
33	644	Remove Small Roadside Sign Supp & Assem	EA	$ 100.00	8.00	$ 800.00	$ 100.00	8.00	$ 800.00	$ 100.00	8.00	$ 800.00	$ 100.00	8.00	$ 800.00		-	$ -	4.00	4.00	$ 400.00
34	666	Refl Pav Mrk Ty 1 (W)(4") (Brk)(100Mil)	LF	$ 1.00	1,930.00	$ 1,930.00	$ 1.00	1,930.00	$ 1,930.00	$ 1.00	1,930.00	$ 1,930.00	$ 1.00	1,820.00	$ 1,820.00		-	$ -		-	$ -
35	666	Refl Pav Mrk Ty 1 (W)(8") (Sld)(100 Mil)	LF	$ 3.00	250.00	$ 750.00	$ 3.00	250.00	$ 750.00	$ 3.00	250.00	$ 750.00	$ 3.00	375.00	$ 1,125.00		-	$ -		-	$ -
36	666	Refl Pav Mrk Ty 1 (Y) (4") (Sld) (100Mil)	LF	$ 1.00	8,900.00	$ 8,900.00	$ 1.00	8,900.00	$ 8,900.00	$ 1.00	8,900.00	$ 8,900.00	$ 1.00	7,860.00	$ 7,860.00		-	$ -		-	$ -
37	666	Refl Pav Mrk Ty 1 (W) (24") (Sld) (100Mil)	LF	$ 7.00	568.00	$ 3,976.00	$ 7.00	568.00	$ 3,976.00	$ 7.00	568.00	$ 3,976.00	$ 7.00	546.00	$ 3,822.00		-	$ -		-	$ -
38	666	Refl Pav Mrk Ty 1 (Y) (24") (Sld) (100Mil)	LF	$ 7.00	152.00	$ 1,064.00	$ 7.00	152.00	$ 1,064.00	$ 7.00	152.00	$ 1,064.00	$ 7.00	0.00	$ -		-	$ -		-	$ -
39	668	Prefab Pav Mrk Ty B (W) (Word)	EA	$ 300.00	4.00	$ 1,200.00	$ 300.00	4.00	$ 1,200.00	$ 300.00	4.00	$ 1,200.00	$ 300.00	4.00	$ 1,200.00		-	$ -		-	$ -
40	668	Prefab Pav Mrk Ty B (W) (Arrow)	EA	$ 300.00	10.00	$ 3,000.00	$ 300.00	10.00	$ 3,000.00	$ 300.00	10.00	$ 3,000.00	$ 300.00	10.00	$ 3,000.00		-	$ -		-	$ -
41	672	Refl Pav Mrk (Ty 1-C)	EA	$ 3.00	193.00	$ 579.00	$ 3.00	193.00	$ 579.00	$ 3.00	193.00	$ 579.00	$ 3.00	193.00	$ 579.00		-	$ -		-	$ -
42	672	Refl Pav Mrk (Ty II A-A)	EA	$ 3.00	222.00	$ 666.00	$ 3.00	222.00	$ 666.00	$ 3.00	222.00	$ 666.00	$ 3.00	230.00	$ 690.00		-	$ -		-	$ -
43	8531	Solar Powered School Zone Sign & Assembly	EA	$ 6,000.00	2.00	$ 12,000.00	$ 6,000.00	2.00	$ 12,000.00	$ 6,000.00	2.00	$ 12,000.00	$ 6,000.00	2.00	$ 12,000.00		-	$ -		-	$ -
44	502	Barricades, Signs and Traffic Handling	MO	$ 1,000.00	4.00	$ 4,000.00	$ 1,000.00	4.00	$ 4,000.00	$ 1,000.00	4.00	$ 4,000.00	$ 1,000.00	4.00	$ 4,000.00	1.00	1.00	$ 1,000.00	1.00	2.00	$ 1,000.00
45	506	Temporary Sediment Control Fence	LF	$ 4.00	324.00	$ 1,296.00	$ 4.00	324.00	$ 1,296.00	$ 4.00	324.00	$ 1,296.00	$ 4.00	324.00	$ 1,296.00		-	$ -	324.00	324.00	$ 1,296.00
46	662	4" Solid Yellow (Temp.)	LF	$ -	0.00	$ -	$ 1.00	7,939.00	$ 7,939.00	$ 1.00	7,939.00	$ 7,939.00	$ 1.00	7,939.00	$ 7,939.00		-	$ -		-	$ -
47	662	4" Broken White (Temp.)	LF	$ -	0.00	$ -	$ 1.00	610.00	$ 610.00	$ 1.00	610.00	$ 610.00	$ 1.00	980.00	$ 980.00		-	$ -		-	$ -
48	662	4" Solid White (Temp.)	LF	$ -	0.00	$ -	$ 1.00	2,325.00	$ 2,325.00	$ 1.00	2,325.00	$ 2,325.00	$ 1.00	2,325.00	$ 2,325.00		-	$ -		-	$ -
49	662	8" Solid White (Temp.)	LF	$ -	0.00	$ -	$ 3.00	98.00	$ 294.00	$ 3.00	98.00	$ 294.00	$ 3.00	98.00	$ 294.00		-	$ -		-	$ -
50	662	24" Solid White (Temp.)	LF	$ -	0.00	$ -	$ 7.00	117.00	$ 819.00	$ 7.00	117.00	$ 819.00	$ 7.00	117.00	$ 819.00		-	$ -		-	$ -
51	677	Elim. Exist. Marking (4")	LF	$ -	0.00	$ -	$ 1.00	428.00	$ 428.00	$ 1.00	428.00	$ 428.00	$ 1.00	717.00	$ 717.00		-	$ -		-	$ -
52	550	Relocate Fence (Sta 40 + 00)	LS	$ -	0.00	$ -	$ 350.00	1.00	$ 350.00	$ 350.00	1.00	$ 350.00	$ 350.00	1.00	$ 350.00		-	$ -		-	$ -
53	496	Relocate Structures (Sta 41 + 50)	LS	$ -	0.00	$ -	$ 200.00	1.00	$ 200.00	$ 200.00	1.00	$ 200.00	$ 200.00	1.00	$ 200.00		-	$ -		-	$ -
54		Tack Coat (RC-250)	SY							$ 1.20	23,067.00	$ 27,680.40	$ 1.20	0.00	$ -		-	$ -		-	$ -
55		Prefab Pav Mrk Ty B (W) (Arrow) (Temp.)	EA										$ 300.00	4.00	$ 1,200.00		-	$ -		-	$ -
		TOTAL ROAD IMPROVEMENT AMOUNTS:				643,798.80			$ 650,211.80			677,892.20			649,866.30			186,023.00			81,526.00

Prepared and Checked By:

Printed Name: Javier Gutierrez

Signature:

Quantity Worksheet

Application: FINAL PMT
Application Date: 2-Apr-2012
Period To: 22-Mar-2012
Engineer's / County Project No.: ENG09.022A

Application #3			Application #4			Application #5			Application #6			Final Application				Balance To Finish	
Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
13.98	28.98	$ 838.80	10.00	38.98	$ 600.00		38.98	$ -		38.98	$ -		38.98	$ -	$ 2,338.80	0.00	$ -
5,580.00	12,000.00	$ 11,160.00	2,000.00	14,000.00	$ 4,000.00	3,000.00	17,000.00	$ 6,000.00	1,717.00	18,717.00	$ 3,434.00		18,717.00	$ -	$ 37,434.00	0.00	$ -
206.00	206.00	$ 3,090.00	50.00	256.00	$ 750.00	40.00	296.00	$ 600.00	22.00	318.00	$ 330.00		318.00	$ -	$ 4,770.00	0.00	$ -
3,500.00	3,500.00	$ 1,750.00	3,205.00	6,705.00	$ 1,602.50		6,705.00	$ -		6,705.00	$ -		6,705.00	$ -	$ 3,352.50	0.00	$ -
	-	$ -		-	$ -	5,364.00	5,364.00	$ 2,682.00		5,364.00	$ -		5,364.00	$ -	$ 2,682.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	13,410.00	13,410.00	$ 6,705.00	$ 6,705.00	0.00	$ -
	8,000.00	$ -	7,378.00	15,378.00	$ 7,378.00	2,000.00	17,378.00	$ 2,000.00	5,689.00	23,067.00	$ 5,689.00		23,067.00	$ -	$ 23,067.00	0.00	$ -
2,000.00	10,000.00	$ 3,000.00	6,206.00	16,206.00	$ 9,309.00	3,500.00	19,706.00	$ 5,250.00	4,603.00	24,309.00	$ 6,904.50		24,309.00	$ -	$ 36,463.50	0.00	$ -
	8,000.00	$ -	6,000.00	14,000.00	$ 9,000.00	3,378.00	17,378.00	$ 5,067.00	5,000.00	22,378.00	$ 7,500.00	689.00	23,067.00	$ 1,033.50	$ 34,600.50	0.00	$ -
35.00	273.00	$ 5,950.00	190.00	463.00	$ 32,300.00	87.00	550.00	$ 14,790.00	150.00	700.00	$ 25,500.00	16.00	716.00	$ 2,720.00	$ 121,720.00	0.00	$ -
2,085.00	2,085.00	$ 12,510.00		2,085.00	$ -	2,492.00	4,577.00	$ 14,952.00		4,577.00	$ -	1,688.00	6,265.00	$ 10,128.00	$ 37,590.00	0.00	$ -
	55.20	$ -		55.20	$ -		55.20	$ -		55.20	$ -		55.20	$ -	$ 2,760.00	0.00	$ -
	1,034.00	$ -		1,034.00	$ -		1,034.00	$ -		1,034.00	$ -		1,034.00	$ -	$ 1,034.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	2.00	2.00	$ 4,000.00	$ 4,000.00	0.00	$ -
	132.00	$ -		132.00	$ -		132.00	$ -		132.00	$ -		132.00	$ -	$ 6,600.00	0.00	$ -
	146.00	$ -		146.00	$ -		146.00	$ -		146.00	$ -		146.00	$ -	$ 8,030.00	0.00	$ -
	667.00	$ -		667.00	$ -		667.00	$ -		667.00	$ -		667.00	$ -	$ 50,025.00	0.00	$ -
	318.60	$ -		318.60	$ -		318.60	$ -		318.60	$ -		318.60	$ -	$ 31,860.00	0.00	$ -
	1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 3,500.00	0.00	$ -
	8.00	$ -		8.00	$ -		8.00	$ -		8.00	$ -		8.00	$ -	$ 40,000.00	0.00	$ -
	5.00	$ -		5.00	$ -		5.00	$ -		5.00	$ -		5.00	$ -	$ 3,500.00	0.00	$ -
	3.00	$ -		3.00	$ -		3.00	$ -		3.00	$ -		3.00	$ -	$ 9,000.00	0.00	$ -
	168.00	$ -		168.00	$ -		168.00	$ -		168.00	$ -		168.00	$ -	$ 1,344.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	168.00	168.00	$ 672.00	$ 672.00	0.00	$ -
500.00	3,000.00	$ 4,000.00	800.00	3,800.00	$ 6,400.00	1,504.00	5,304.00	$ 12,032.00	2,056.00	7,360.00	$ 16,448.00	250.00	7,610.00	$ 2,000.00	$ 60,880.00	0.00	$ -
150.00	150.00	$ 1,200.00	85.00	235.00	$ 680.00	170.00	405.00	$ 1,360.00	85.00	490.00	$ 680.00		490.00	$ -	$ 3,920.00	0.00	$ -
	-	$ -		-	$ -	369.00	369.00	$ 7,380.00		369.00	$ -	528.00	897.00	$ 10,560.00	$ 17,940.00	0.00	$ -
	-	$ -		-	$ -	18.70	18.70	$ 935.00		18.70	$ -	28.30	47.00	$ 1,415.00	$ 2,350.00	0.00	$ -
	-	$ -		-	$ -	351.60	351.60	$ 7,032.00		351.60	$ -		351.60	$ -	$ 7,032.00	0.00	$ -
2.00	2.00	$ 1,400.00		2.00	$ -	4.00	6.00	$ 2,800.00	2.00	8.00	$ 1,400.00		8.00	$ -	$ 5,600.00	0.00	$ -
200.00	200.00	$ 8,000.00		200.00	$ -	63.00	263.00	$ 2,520.00	217.00	480.00	$ 8,680.00	32.00	512.00	$ 1,280.00	$ 20,480.00	0.00	$ -
4.00	4.00	$ 1,600.00		4.00	$ -	6.00	10.00	$ 2,400.00		10.00	$ -	4.00	14.00	$ 1,600.00	$ 5,600.00	0.00	$ -
	4.00	$ -		4.00	$ -	4.00	8.00	$ 400.00		8.00	$ -		8.00	$ -	$ 800.00	0.00	$ -
610.00	610.00	$ 610.00		610.00	$ -		610.00	$ -	(610.00)	-	$ (610.00)	1,820.00	1,820.00	$ 1,820.00	$ 1,820.00	0.00	$ -
98.00	98.00	$ 294.00		98.00	$ -		98.00	$ -	(98.00)	-	$ (294.00)	375.00	375.00	$ 1,125.00	$ 1,125.00	0.00	$ -
3,934.00	3,934.00	$ 3,934.00		3,934.00	$ -		3,934.00	$ -	(3,934.00)	-	$ (3,934.00)	7,860.00	7,860.00	$ 7,860.00	$ 7,860.00	0.00	$ -
117.00	117.00	$ 819.00		117.00	$ -		117.00	$ -	(117.00)	-	$ (819.00)	546.00	546.00	$ 3,822.00	$ 3,822.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	-	-	$ -	$ -	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	4.00	4.00	$ 1,200.00	$ 1,200.00	0.00	$ -
4.00	4.00	$ 1,200.00		4.00	$ -		4.00	$ -		4.00	$ -	6.00	10.00	$ 1,800.00	$ 3,000.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	193.00	193.00	$ 579.00	$ 579.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	230.00	230.00	$ 690.00	$ 690.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	2.00	2.00	$ 12,000.00	$ 12,000.00	0.00	$ -
1.00	3.00	$ 1,000.00		3.00	$ -	1.00	4.00	$ 1,000.00		4.00	$ -		4.00	$ -	$ 4,000.00	0.00	$ -
	324.00	$ -		324.00	$ -		324.00	$ -		324.00	$ -		324.00	$ -	$ 1,296.00	0.00	$ -
	-	$ -		-	$ -		-	$ -	7,939.00	7,939.00	$ 7,939.00		7,939.00	$ -	$ 7,939.00	0.00	$ -
	-	$ -		-	$ -		-	$ -	610.00	610.00	$ 610.00	370.00	980.00	$ 370.00	$ 980.00	0.00	$ -
	-	$ -		-	$ -		-	$ -	2,325.00	2,325.00	$ 2,325.00		2,325.00	$ -	$ 2,325.00	0.00	$ -
	-	$ -		-	$ -		-	$ -	98.00	98.00	$ 294.00		98.00	$ -	$ 294.00	0.00	$ -
	-	$ -		-	$ -		-	$ -	117.00	117.00	$ 819.00		117.00	$ -	$ 819.00	0.00	$ -
	-	$ -		-	$ -		-	$ -	428.00	428.00	$ 428.00	289.00	717.00	$ 289.00	$ 717.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	1.00	1.00	$ 350.00	$ 350.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	1.00	1.00	$ 200.00	$ 200.00	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	-	-	$ -	$ -	0.00	$ -
	-	$ -		-	$ -		-	$ -		-	$ -	4.00	4.00	$ 1,200.00	$ 1,200.00	0.00	$ -
		62,355.80			72,019.50			89,200.00			83,323.50			75,418.50	649,866.30		0.00

Date: 4/24/2012

APPLICATION FOR RETAINAGE

To: Hidalgo County Precinct No. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-11-161-07-05
Project: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS
OWNER's Contract No. C-11-161-07-05 ENGINEER's Project No. ENG09.022A
For Work accomplished through the date of: 22-Mar-2012

1.	Original Contract Price:		$ 643,798.80
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 6,067.50
3.	Current Contract Price (1 plus 2):		$ 649,866.30
4.	Total completed and stored to date:		$ 649,866.30
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	5% of stored material:	$ -	
	Total Retainage:		$ -
6.	% of Construction $ Amount Completed:		
	100% of contracted $ amount has been completed		
7.	% of Construction Time Completed:		
	120 Original Contract Time in Calendar Days		
	81 Net change by Change Orders and Written Agreements (+ or -)		
	201 Current Contract Time		
	199 Total Contract Days Used to Application Date in Calendar Days		
	0 Total Rain Days Charged to Date		
	99% of contract days have been completed		
8.	Total completed and stored to date less retainage (4 minus 5):		$ 649,866.30
9.	Less previous Application for Payments:		$ (617,372.97)
10.	Balance to Finish:		$ -
11.	AMOUNT DUE THIS APPLICATION (8 MINUS 9):		**$ 32,493.33**

PO # 662525
2-1200-206-00 122-020-0-000
Req # 662525

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4/25/2012

Asago Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 25th day of April 2012

_____
Notary Public
My Commission expires: 12/16/15

JAIME JAIMEZ, JR
Notary Public, State of Texas
My Commission Expires
December 16, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Dated 4/25/2012

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____, P.E.

Contractor Name:	Asago Construction
Starting Date:	September 5, 2011
Project Ending Date:	March 24, 2012
Retainage Percent:	5%

Application:	RETAINAGE
Application Date:	April 2, 2012
Period To:	March 22, 2012
Engineer Firm	R. Gutierrez Engineering Corp.

Original Values and Change Orders

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #4 Schedule Value
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 643,798.80	$ 650,211.80	$ 677,892.20	$ 649,866.30	
	TOTALS:	$ 643,798.80	$ 650,211.80	$ 677,892.20	$ 649,866.30	$ -

Payment Application #1 / **Payment Application #2**

Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 186,023.00	$ 9,301.15	$ 176,721.85	$ 81,526.00	$ 4,076.30	$ 77,449.70
	TOTALS:	$ 186,023.00	$ 9,301.15	$ 176,721.85	$ 81,526.00	$ 4,076.30	$ 77,449.70

Payment Application #3 / **Payment Application #4**

Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 62,355.80	$ 3,117.79	$ 59,238.01	$ 72,019.50	$ 3,600.98	$ 68,418.52
	TOTALS:	$ 62,355.80	$ 3,117.79	$ 59,238.01	$ 72,019.50	$ 3,600.98	$ 68,418.52

Payment Application #5 / **Payment Application #6**

Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 89,200.00	$ 4,460.00	$ 84,740.00	$ 83,323.50	$ 4,166.18	$ 79,157.32
	TOTALS:	$ 89,200.00	$ 4,460.00	$ 84,740.00	$ 83,323.50	$ 4,166.18	$ 79,157.32

Payment Application #7 / **Payment Application #8**

Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 75,418.50	$ 3,770.93	$ 71,647.57		$ -	$ -
	TOTALS:	$ 75,418.50	$ 3,770.93	$ 71,647.57	$ -	$ -	$ -

Totals to Date and Balance to Finish

Contract Number	Description	Completed to Date	Retainage to Date	Total Completed less Retainage	Previous Payments	Balance to Finish
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 649,866.30	$ 32,493.33	$ 617,372.97	$ 617,372.97	$ 0.00
	TOTALS:	$ 649,866.30	$ 32,493.33	$ 617,372.97	$ 617,372.97	$ 0.00

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON THE 30th DAY OF MARCH 2012, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: July 5, 2011
OWNER: Hidalgo County Precinct No.2
CONSTRUCTION CONTRACTOR: Asago Construction of the City of Mission, State of Texas.

PROJECT DESCRIPTION

CONSTRUCTION OF Road & Drainage Construction of El Gato Road Improvements
CONTRACT-NO.: C-11-161-07-05 located in or near the City/Pct. of Precinct 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: None

2. That the sum of 0 dollars and 00/100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$643,798.80
Present Amount of Contract	$649,866.30
Total Amount of earned to date	$649,866.30
Less: previous payments	$545,725.40
Balance	$104,140.90
Authorized deductions	$ 0.00
Final Payment Application – $71,647.57	
Application for Retainage – $32,493.33	
AMOUNT OF FINAL PAYMENT	**$104,140.90**

6. That the final payment in the amount of one hundred four thousand one hundred forty dollars and ninety cents ($104,140.90) is now due and payable.

P.E.

Engineer's Signature

CONCURRED BY:

Asago Construction
CONTRACTOR'S NAME

BY: _____

TITLE: Member

CONCURRED BY:

Hidalgo County

AI-32192 **Purchasing Department** **23. B. 2.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Commissioner/Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

a. Presentation for consideration, discussion, acceptance and approval of the following with contractor Mission Paving Company, Inc, for Tower Road Phase I Street and Drainage project as submitted and recommended by project engineer Raul E. Sesin, P.E, contract #C-11-044B-06-28:

1. Application for Payment No.6 (Retainage Release) in the amount of $25,477.54;
2. Acceptance of "Certificate of Construction Completion" reflecting the date of March 27, 2012.

b. Request approval of Application for Payment No.1 in the amount of $79,567.20 from Saenz Utility contractors, Ltd. awarded contractor for "Tower Rd Phase I Project", #C-11-044A-06-28, with authority to issue payment after audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

Mission Paving Company:

PO #662859 available balance in the amount of $162,849.85 as of 5/02/2012

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

Seanz Utility Contractors, Ltd.

PO #662863 available balance in the amount of $265,812.97 as of 5/02/2012

Attachments

Pmt #6 (Retainage)
Substantial Completion
Application for Pmt. #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/03/2012 01:30 PM

Budget & Management	Merlen P. Munoz	05/03/2012 03:14 PM
Auditor's Office	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Yolanda Cisneros Started On: 05/02/2012 04:00 PM

Final Approval Date: 05/04/2012

APPLICATION FOR PAYMENT NO. 6 (Retainage Release)

To: HIDALGO COUNTY (OWNER)
From: MISSION PAVING COMPANY, INC. (CONTRACTOR)
Contract: C-11-044B-06-28
Project: TOWER ROAD PH I STREET AND DRAINAGE IMPROVEMENTS PROJECT
Owner's Contract No. C-11-044B-06-28 Engineer's Project No. 2011-044-06-15-MSS
For Work accomplished through the date of: 3/30/2012

1. Original Contract Price:		$ 225,690.90
2. Net change by Change Order and Written Agreements(+or-):		$ 31,140.50
3. Current Contract Price (1 plus 2):		$ 256,831.40
4. Total completed and stored to date:		$ 256,831.40
5. Retainage (per Agreement):		
0% of completed Work:	$ -	
0% of stored material	$ -	
Total Retainage:	$ -	
6. Total completed and stored to date less retainage (4 minus 5)		$ 256,831.40
7. Less previous Application for Payments:		$ 231,353.86
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 25,477.54

Accompanying Documentation:

PO # 662859
2-1200-431-00-122-044-0-731
Req # 201336

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 6 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date April 20, 2012

Mission Paving Company, Inc.
CONTRACTOR
By: Miratala T Chapa
Miratala T. Chapa, Treas / Asst Secr

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 20th day of April, 2012

Norma N. Quintanilla
Notary Public
My Commission expires: 3/30/2013

NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 04/25/12

HIDALGO COUNTY PLANNING DEPT.
ENGINEER
By: J.E. PE

INVOICE RECEIVED BY:
Olga Roma ON 5/1/12
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 5/1/12

Mission Paving Company, Inc.	Contractor Name
10/21/2011	Starting Date
1/18/2012	Project Ending Date
Mr. Raul Sasin, P.E.	Engineer's / County Project Description

Application No.: 6 (Retainage Release)
Application Date: 4/20/2012
Period To: 3/30/2012
Engineer's / County Project No.: C-11-044B-06-28

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month			Fifth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		DRAINAGE: ALTERNATE #1																									
1		18" RCP-RJ Cl III	L.F.	$ 35.25	846	29,821.50	$ -	0.0	-	0		-	16	16	564.00	192	208	6,768.00	486.00	694.00	17,131.50	152.00	846.00	5,358.00	29,821.50	0.0	0.00
2		24" RCP-RJ Cl III	L.F.	$ 30.10	254	7,645.40	$ -	0.0	-	0		-	0	0	-	171	171	5,147.10	83.00	254.00	2,498.30	-	254.00	-	7,645.40	0.0	0.00
3		30" RCP-RJ Cl III	L.F.	$ 37.50	2646	99,225.00	$ -	0.0	-	0		-	656	656	24,600.00	1,890	2,546	70,875.00	100.00	2,646.00	3,750.00	-	2,646.00	-	99,225.00	0.0	0.00
4		Trench Protection	L.F.	$ 1.50	3748	5,619.00	$ -	0.0	-	0		-	672	672	1,008.00	2,253	2,925	3,379.50	669.00	3,594.00	1,003.50	152.00	3,746.00	228.00	5,619.00	0.0	0.00
5		Manholes	E.A.	$ 1,800.00	2	3,600.00	$ -	0.0	-	0		-	2	2	3,600.00	-	2	-	-	2.00	-	-	2.00	-	3,600.00	0.0	0.00
6		Type "F" Inlets w/ One Extension	E.A.	$ 4,025.00	14	56,350.00	$ -	0.0	-	0		-	2	2	8,050.00	8	10	32,200.00	-	10.00	-	4.00	14.00	16,100.00	56,350.00	0.0	0.00
7		18" Safety End Treatment	E.A.	$ 800.00	6	4,800.00	$ -	0.0	-	0		-	0	0	-	-	-	-	6.00	6.00	4,800.00	-	6.00	-	4,800.00	0.0	0.00
8		Re-Grade Roadside Ditches and Re-Lay	L.S.	$ 3,430.00	1	3,430.00	$ -	0.0	-	0		-				-	-	-	1.00	1.00	3,430.00	-	1.00	-	3,430.00	0.0	0.00
		Culvert Pipes As Per Plan																								0.0	
9		Type "F" SPL-1 Inlet w/ One Extension	E.A.	$ 3,800.00	4	15,200.00	$ -	0.0	-	0		-	0	0	-	2.00	2.00	7,600.00	2.00	4.00	7,600.00	-	4.00	-	15,200.00	0.0	0.00
		Line at Sta 25+70																									
1		C.O. #1 Additional Work Traffic Control	L.S				$ 17,000.00	1.0	17,000.00	0.30	0.3	5,100.00	0.10	0.4	1,700.00	0.30	0.70	5,100.00	0.25	0.95	4,250.00	0.05	1.00	850.00	17,000.00	0	0.00
		C.O. #2 Time Extension (55 days)										-															
1		C.O. #3 Additional manhole & connection to an	L.S.				$ 4,468.75	1	4,468.75			-							1.00	1.00	4,468.75	-	1.00	-	4,468.75	0	0.00
		existing outfall																									
1		C.O. #4 Time Extension (7 days)																									
1		C.O. #5 Additional 18" R.C.P. & Connections	L.S.				$ 5,875.20	1	5,875.20													1.00	1.00	5,875.20	5,875.20	0	0.00
1		C.O. #6 Additional Type F Inlet	L.S.				$ 4,025.00	1.00	4,025.00													1.00	1.00	4,025.00	4,025.00	0	0.00
1		C.O. #7 Reconciliation of Project Quantities	L.S.				$ (228.45)	1.00	(228.45)													1.00	1.00	(228.45)	(228.45)		
		Total Roadway				**225,690.90**			**31,140.50**			**5,100.00**			**39,522.00**			**131,069.60**			**48,932.05**				**256,831.40**		**0.00**
		Material On Hand																									
1		R.C.P. Pipe, Type "F" Inlets, Manholes, gravel for																									
		bedding and labor, equipment to unload material	L.S.	$ 14,074.00	1.0	14,074.00				1	1	14,074.00	1	31174	31,174.00	1.00	16,588.00	16,588.00	1.00	(12,588.00)	(12,588.00)				-	0.0	0.0
		at Project Site.											1	(14,586.00)	(14,586.00)		(400.00)	(4,000.00)									
		Total Drainage				**14,074.00**			**-**			**14,074.00**			**16,588.00**			**12,588.00**			**(12,588.00)**				**-**		
		TOTAL BASE AMOUNTS:				**239,764.90**			**31,140.50**			**19,174.00**			**56,110.00**			**143,657.60**			**36,344.05**				**256,831.40**		**0.00**

Sam Vaughn
Print Name

20-Apr-12
Date

Signature

Estimate Quantity Update Worksheet Date: 20-Apr-12

Colonia:
Roadway: Tower Road Ph I
Control:
Project No: C-11-044B-06-28
County: Hidalgo
Est. No: 6 (Retainage Release)

Contractor: Mission Paving Company, Inc.
Contract Price: $256,831.40
Work Done this Mo.: $256,831.40
% Complete: 100.00%

Date Began: 21-Oct-11
Contract Time: 157
Time Charged: 146
% Time Used: 92.99%

Work Type: Drainage
Limits:
From: Owassa Rd
To: Minnesota Rd

						FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH			FIFTH MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	Drainage: Alternate #1																			
1	18" R.C.P.-RL CL III	L.F.	846	$35.25	$29,821.50	0	0	$0.00	16	16	$564.00	192	208	6,768.00	486	694	17,131.50	152.00	848.00	5,358.00
2	24" R.C.P.-RL CL III	L.F.	254	$30.10	$7,645.40	0	0	$0.00	0	0	$0.00	171	171	5,147.10	83	254	2,498.30	0.00	254.00	0.00
3	30" R.C.P.-RL CL III	L.F.	2,646	$37.50	$99,225.00	0	0	$0.00	656	656	$24,600.00	1890	2,546	70,875.00	100	2646	3,750.00	0.00	2,646.00	0.00
4	Trench Protection	L.F.	3,746	$1.50	$5,619.00	0	0	$0.00	672	0	$1,008.00	2253	2,925	3,379.50	669	3594	1,003.50	152.00	3,746.00	228.00
5	Manholes	E.A.	2	$1,800.00	$3,600.00	0	0	$0.00	2	2	$3,600.00	0	2	0.00	0	2	0.00	0.00	2.00	0.00
6	Type "F" Inlets w/ One Extension	E.A.	14	$4,025.00	$56,350.00	0	0	$0.00	2	2	$8,050.00	8	10	32,200.00	0	10	0.00	4.00	14.00	16,100.00
7	18" Safety End Treatment	E.A.	6	$800.00	$4,800.00	0	0	$0.00	0	0	$0.00	0	0	0.00	6	6	4,800.00	0.00	6.00	0.00
8	Re-Grade Roadside Ditches and Re-Lay	L.S.	1	$3,430.00	$3,430.00	0	0	$0.00	0	0	$0.00	0	0	0.00	1	1	3,430.00	0.00	1.00	0.00
	Culvert Pipes As Per Plan																			
9	Type "F" SPL-1 Inlets w/ One Extension	E.A.	4	$3,800.00	$15,200.00	0	0	$0.00	0	0	$0.00	2	2	7,600.00	2	4	7,600.00	0.00	4.00	0.00
10	Material on Hand	L.S.	1	$14,074.00	$14,074.00	1	1.000	$14,074.00	1	16588	$16,588.00	1	12,588	12,588.00						
C.O. #1	Additional Work for Traffic Control	LS	1	$17,000.00	$17,000.00	0.30	0.30	$5,100.00	0.10	0.40	$1,700.00	0.30	0.70	5,100.00	0.25	0.95	4,250.00	0.05	1.00	850.00
	county. Added days to contract.																			
C.O. #2	Additional Days Added																			
C.O. #3	Additional Manhole & connection to	LS	1	$4,468.75	$4,468.75										1	1	4,468.75	0.00	1.00	0.00
	exisstng outfall																			
C.O. #4	Additional Days for Inclement waether																			
C.O. #5	Additional 18" RCP with Connections	LS	1	$5,875.20	$5,875.20													1	1	5,875.20
C.O. #6	Additional Type "F" Inlet	LS	1	$4,025.00	$4,025.00													1	1	4,025.00
C.O. #7	Reconciliation of Project Quantities	LS	1	-$228.45	-$228.45													1	1	-228.45
	Monthly Totals:							$19,174.00			$56,110.00			143,657.60			48,932.05			32,207.75
	Roadway:							$5,100.00			$39,522.00			$131,069.60			$48,932.05			$32,436.20
	Material On Hand:							$14,074.00			$16,588.00			$12,588.00			$0.00			$0.00

Total to Date

Roadway:	$256,831.40
Material On Hand:	$0.00
Total	$256,831.40

Prepared and Checked By:

Signature: 

Printed Name: Sam Vaughn

Date: 20-Apr-12

Certificate of Substantial Completion

PROJECT: **TOWER ROAD PHASE I**
DRAINAGE IMPROVEMENT PROJECT

PROJECT NUMBER: **C-11-044B-06-28**

OWNER: **HIDALGO COUNTY PRECINCT NO. 2**

CONTRACTOR: **MISSION PAVING COMPANY, INC.**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Hidalgo County Planning Department — Engineer

By: Raul E. Sesin, P.E.

March 27, 2012 — Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by _____
Date

Mission Paving Company, Inc. — Contractor

By _____

March 27, 2012 — Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on _____.
Date

_____ Owner

_____ By

_____ Date

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County Precinct No.2 (Owner)
From: Saenz Utility Contractors, Ltd. (Contractor)
Contract: #C-11-044A-06-28
Project: Tower Road Phase I Improvements Project
Owner's Contract No. C-11-044A-0628 Engineer's Project No. _____
For Work accomplished through the date of: April 15, 2012

1. Original Contract Price:	$265,812.97 ✓
2. Net Change by Change Order and Written Agreements (+or-):	$
3. Current Contract Price (1 plus 2)	$265,812.97 ✓
4. Total Completed and Stored to date:	$ 88,408.00 ✓
5. Retainage (per Agreeement)	
10% of completed work $ 8,840.80 ✓	
_____ of stored material _____	
Total Retainage:	$ 8,840.80 ✓
6. Total completed and stored to date less retainage (4 minus 5)	$ 79,567.20 ✓
7. Less previous Application for Payments:	$
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	$ 79,567.20 ✓

Accompanying Documentation:

Original payroll reports for period of March 12, 2012 through April 15, 2012

PO # 6062863
2-1200-431-00-122-049-0-731
Req # 201335

Contractor's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work coered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumberances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumberance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: ~~04/16/2012~~ 4/26/12

SAENZ UTILITY CONTRACTORS, LTD.
CONTRACTOR
By: Pedro Saenz

State of Texas
County of Hidalgo
Subscribed and sworn to before me this ~~16th~~ 26th day of April

Jose L. Saenz
Notary Public
My Commission expires: Nov. 12, 2015

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 04/26/12

Raul Sesin, P.E., Project Engineer
ENGINEER
By: _____ PE

INVOICE RECEIVED BY:
Elizabeth Morales ON 4-27-12
GOODS/SERVICES RECEIVED BY:
Hector Tito Palacios ON 4-26-12

Saenz Utility Contractos, LTD	Contractor Name
3/12/2012	Starting Date
4/15/2012	Project Ending Date
Tower Road Phase I Improvements	Engineer's / County Project Description

Application No.: 1 (FIRST)
Application Date: 4/16/2012
Period To: 3/12/2012 to 4/15/2012
Engineer's / County Project No.: C-11-044A-0628

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		Base Bid																			
1		Prime Coat (MC-30) Entire Base	SY	$ 0.80	18,802.0	15,041.60	$ -	0.0	-		0	-	0	0	-	-	-	-	-	18,802.0	15,041.60
2		10" Compacted Caliche Base (labor only)	SY	$ 2.00	11,380.0	22,760.00	$ -	0.0	-		0	-	0	0	-	-	-	-	-	11,380.0	22,760.00
3		5" Compacted Caliche Base (labor only)	SY	$ 2.92	9,896.0	28,896.32	$ -	0.0	-	9400	0	27,448.00	0	0	-	-	-	-	27,448.00	496.0	1,448.32
4		6" Concrete Apron around type CC Inlet	EA	$ 500.00	2.0	1,000.00	$ -	0.0	-		0	-	0	0	-	-	-	-	-	2.0	1,000.00
5		Excavate, treat and rework existing caliche	SY	$ 2.90	21,275.0	61,697.50	$ -	0.0	-	9400	0	27,260.00	0	0	-	-	-	-	27,260.00	11,875.0	34,437.50
6		Traffic Control	LS	$ 8,000.00	1.0	8,000.00	$ -	0.0	-	0.30	0	2,400.00	0	0	-	-	-	-	2,400.00	0.7	5,600.00
7		Type "A" Barrier Concrete Curb & Gutter	LF	$ 5.25	7,901.0	41,480.25	$ -	0.0	-		0	-	0	0	-	-	-	-	-	7,901.0	41,480.25
8		4" Compacted Caliche base for Driveways	SY	$ 4.05	1,274.0	5,159.70	$ -	0.0	-		0	-	0	0	-	-	-	-	-	1,274.0	5,159.70
9		4" Concrete Driveway	SY	$ 3.30	2,352.0	7,761.60	$ -	0.0	-		0	-	0	0	-	-	-	-	-	2,352.0	7,761.60
10		6' Concrete Valley Gutter	LF	$ 20.50	252.0	5,166.00	$ -	0.0	-		0	-	0	0	-	-	-	-	-	252.0	5,166.00
11		Themoplastic Pavement Markings	LS	$ 13,800.00	1.0	13,800.00	$ -	0.0	-		0	-	0	0	-	-	-	-	-	1.0	13,800.00
13		Erosion Control	LS	$ 12,500.00	1.0	12,500.00	$ -	0.0	-	1	0	12,500.00	0	0	-	-			12,500.00	0.0	0.00
		Total Roadway				**223,262.97**			-			**69,608.00**			-			-	**69,608.00**		**153,654.97**
		ALTERNATE NO 3																			
1		Tensar TX 5 GEOGRID (Material & Labor)	SY	$ 2.00	21,275.0	42,550.00	$ -	0.0	-	9400	0	18,800.00		0	-	-	-	-	18,800.00	11,875.0	23750.00
		Total Alternate NO 3				**42,550.00**			-			**18,800.00**			-			-	**18,800.00**		**23750.00**
		TOTAL AMOUNTS:				**265,812.97**			-			**88,408.00**			-			-	**88,408.00**		**$177,404.97**

Pedro Saenz
Print Name

4/26/12
Date

Pedro Saenz
Signature

Exhibit E-D

Estimate Quantity Update Worksheet

Colonia: Tower Road Phase I Improvements
Roadway: Tower Rd
Control:
Project No: C-11-044A-0628
County: Hidalgo County
Est. No: 1

Contractor: Saenz Utility Contractors, LTD.
Contract Price: $265,812.97
Work Done this Mo.: $88,408.00
% Complete: 33.26%

Date Began: 3/12/2012
Contract Time: 150
Time Charged: 116
% Time Used: 77.33%

Work Type: Paving
Limits:
From: Minnesota Rd
To: Owassa Rd

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	Base Bid													
1	Prime Coat (MC-30) Entire Base	SY	18,802	$ 0.80	$15,041.60		0	$0.00		0	$0.00		0	0.00
2	10" Compacted Caliche Base (labor only)	SY	11,380	$ 2.00	$22,760.00		0	$0.00		0	$0.00		0	0.00
3	5" Compacted Caliche Base (labor only)	SY	9,896	$ 2.92	$28,896.32	9,400	9,400	$27,448.00		0	$0.00		0	0.00
4	6" Concrete Apron Around Type "CC" Inlet	EA	2	$ 500.00	$1,000.00		0	$0.00		0	$0.00		0	0.00
5	Excavate, treat and rework existing caliche	SY	21,275	$ 2.90	$61,697.50	9,400	9,400	$27,260.00		0	$0.00		0	0.00
6	Traffic Control	LS	1	$ 8,000.00	$8,000.00	0.30	0.30	$2,400.00		0	$0.00		0	0.00
7	Type "A" Barrier Concrete Curb & Gutter	LF	7,901	$ 5.25	$41,480.25		0	$0.00		0	$0.00		0	0.00
8	4" Compacted Caliche base for Driveways	SY	1,274	$ 4.05	$5,159.70		0	$0.00		0	$0.00		0	0.00
9	4" Concrete Driveway	SY	2,352	$ 3.30	$7,761.60		0	$0.00		0	$0.00		0	0.00
10	6' Concrete Valley Gutter	LF	252	$ 20.50	$5,166.00		0	$0.00		0	$0.00		0	0.00
11	Themoplastic Pavement Markings	LS	1	$ 13,800.00	$13,800.00		0	$0.00		0	$0.00		0	0.00
12	Erosion and Sediment Control Structures	LS	1	$ 12,500.00	$12,500.00	1	1	$12,500.00		0	$0.00		0	0.00
					$0.00		0	$0.00		0	$0.00		0	0.00
	Alternate NO 3						0							
1	Tensar TX 5 GEOGRID (Material & Labor)	SY	21,275.0	$ 2.00	$42,550.00	9,400	9,400	$18,800.00		0	$0.00		0	0.00

Monthly Totals:	$88,408.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Base Bid	$69,608.00	$0.00	0.00
Alternate NO 3	$18,800.00	$0.00	0.00
	$0.00	$0.00	0.00
	$0.00	$0.00	0.00

Total to Date

Base Bid	$69,608.00
Alternate NO 6	$18,800.00
Change Order 2	$0.00
Change Order 3	$0.00
Total	$88,408.00

Prepared and Checked By:

Signature: Pedro Saenz
Printed Name: Pedro Saenz - Manager
General Partner

Date: 4/26/12

AI-32093 **Purchasing Department 23. C. 1.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request by project engineer, L & G Consulting Engineers for approval to engage the subcontractors listed on attached documentation as permitted under Article 14 of the current agreement identified herein for the following projects:

a. Mile 2 North (Moorefield Road to Inspiration Road) under current agreement #-C-11-195-08-16; and

b. La Homa Project (from SH 495 [Mile 1] to FM 1924 [Mile 3]) under current agreement #-C-11-312-02-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO FISCAL IMPACT

Attachments

Subcontracting List for WA#2

Subcontracting List for La Homa Project

Article 14

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/02/2012 03:21 PM
Budget & Management	Merlen P. Munoz	05/02/2012 03:43 PM
Perla Lopez	Perla Lopez	05/02/2012 04:07 PM
Auditor's Office	Arcilia Duran	05/03/2012 11:56 AM
Rocio Villarreal	Rocio Villarreal	05/04/2012 10:52 AM

Form Started By: Rocio Villarreal Started On: 04/25/2012 04:19 PM

Final Approval Date: 05/04/2012

L&G Engineering
Transportation Consultants

April 18, 2012

The Honorable Joe Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle Road
Mission, Texas 78572

RE: Subcontracting Notice for Work Authorization No. 2
Mile 2 North (from Moorefield Road to Inspiration Road)
Contract No. 11-195-08-16

Dear Commissioner Flores:

We would like to inform you of the subcontractors that we will be using on the Mile 2 North (from Moorefield Road to Inspiration Road) project. This information is being provided at your request and for your further processing to the Hidalgo County Commissioner's Court for approval.

Subcontractors:

Surveying & ROW Mapping Services:
Mr. Alfonso Quintanilla
Quintanilla, Headley & Associates
124 E Stubbs
Edinburg, Texas 78539
956-381-6480

Traffic Engineering Services:
Mr. Harry Simeonidis, P.E.
ETSI
11500 NW Freeway, Ste. 491
Houston, Texas 77092
713-956-9601

ROW Appraisal Services:
Mr. Lionel Garza
Lionel Garza & Associates
1419 Dove Ave, Suite #1
McAllen, Texas 78504
956-687-7295

ROW Appraisal Services:
Mr. Harvey Heerssen
HLH Appraisal Services
6107 Aberton Forest Drive
Houston, Texas 77084
281-855-7763

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

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

L&G Engineering
Transportation Consultants

April 27, 2012

The Honorable Joe Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle Road
Mission, Texas 78572

RE: Subcontracting Notice for Work Authorization No. 1
La Homa Project (from SH 495 (Mile 1) to FM 1924 (Mile 3)
Contract No. 11-312-02-07

Dear Commissioner Flores:

We would like to inform you of the subcontractors that we will be using on the La Homa Project. This information is being provided at your request and for your further processing to the Hidalgo County Commissioner's Court for approval.

Subcontractors:

ROW Appraisal Services:
Mr. Lionel Garza
Lionel Garza & Associates
1419 Dove Ave, Suite #1
McAllen, Texas 78504
956-687-7295

ROW Appraisal Services:
Mr. Harvey Heerssen
HLH Appraisal Services
6107 Aberton Forest Drive
Houston, Texas 77084
281-855-7763

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-312-02-07

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 **"La Homa Project from SH 495 (Mile 1) to FM 1924 (Mile 3)"** project for **Hidalgo County Precinct No. 3** 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

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

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

Approved by Commissioners' Court
on 2-7-12

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)*

AI-32065 **Purchasing Department** **23. D. 1.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending bid award and approval of contract document to the lowest and most advantageous bidder meeting all specifications and/or requirements for: Hidalgo County Precinct 4 - "Turnkey Purchase and Installation of Galvanized Fence" RFB No. 2012-079-04-18-YZV.

BACKGROUND

Recommended vendor: Central Fence & Supply, LTD.
Requisition #215659

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-739

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

BUDGETARY IMPACT:

Available balance as of 4-30-12 $59,405.35

Attachments

DEPT-RECOMMENDATION
BID TAB-PARTICIPATION LOG
REQUIREMENTS AGREEMENT
Legals ok

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/27/2012 02:36 PM
Budget & Management	Merlen P. Munoz	04/27/2012 02:42 PM
Manuel Chapa	Manuel Chapa	04/30/2012 01:13 PM
Auditor's Office	Arcilia Duran	05/03/2012 11:04 AM

Form Started By: Yolanda Velasquez Started On: 04/25/2012 11:19 AM

Final Approval Date: 05/03/2012

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable Joseph Palacios
H.C. Commissioner Pct. 4
Attn: Robert Andrade

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer II

Date: April 18, 2012

Re: **REQUEST FOR RECOMMENDATION for: RFB-2012-079-04-18-YZV -"TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"**

We received seven (7) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, April 25, 2012 @ 3:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 2-1204-431-00-124-007-0-739

Recommendations/Concerns: Central Fence & Supply

If you should have any questions or need additional information please let me know.

Joseph Palacios RAB — Joseph Palacios — 4/19/12

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT No. 4

BID OPENING DATE: APRIL 18, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"

BID NO: 2012-079-04-18-YZV

NO	Name of Company	TOTAL COST
1	GP7 Construction LLC., Brownsville TX	$58,650.00
2	Construction Rent A Fence INC, Thrall, TX	$54,647.00
3	US Fence & Gate INC., Orange, TX	$89,350.00
4	Teni-Trak INC., Mercedes, TX	$59,268.00
5	Central Fence & Supply, Pharr TX	$43,709.00 √
6	Hurricane Fence CO., Harlingen, TX	$49,933.00
7	The Anchor Group, INC., New Braunfels, TX	$61,292.00
8		
9		
10		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: APRIL 18 2012 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY PRECINCT NO 4- TURNKEY PURCHASE AND INSTALLATION OF GALVANIZE FENCE" BID NO.: 2012-079-04-18-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Central Fence & Supply Ernie Rocha	IP	Signature ernie@centralfenceltd.com	04/10/12	504 E. Ferguson Pharr, TX 78577 Tel: 956 – 783-7959
2. GP7 Construction, LLC Steven Garza	EM	Steve.GP7@hotmail.com	04/10/12	304 Palo Verde Brownsville, TX 78521 Tel: 956-789-7784
3. RM Walsdorf, INC Richard Ocañas	EM	Richard@rmwalsdorf.com	04/10/12	10155 Old. SH48 Brownsville, TX 78521 Tel: 956-831-3984
4. Garcia Fence Co. Meredith Drummond	EM	Madrummond54@yahoo.com	04/10/12	Tel: 832-722-8902
5. U.S. Fence & Gate, INC David R. Hinds Jr.	EM	davidjr@usfenceandgateinc.com	04/10/12	6612 Interstate 10 Orange, TX 77632 Tel: 409-883-6800
6. Virtual Builders' Exchange, LLC Lorri Chambers	EM/ MAILED	lorri@virtualbx.com	04/10/12	4047 Naco Perrin, Ste 100 San Antonio, TX 78217 Tel: 210-564-6900
7. Hurricane Fence Company Roy Garrison	IP/EM	Signature Roy3@hurricanefencetx.com	04/10/12	3440 Spur 54/P. O. Box 29 Harlingen, TX 78551 Tel: 956-423-8364
8. Construction Rent a Fence, INC	BLM	permanent@constructionrentafence.com	04/10/12	P.O. Box 65 Thrall, TX 765783 Tel: 512-898-2044
9. Pecos Fence Dave Burley	EM	dburley@pecosfence.com	04/10/12	5220 Leonhardt San Antonio, TX 78233 Tel: 210-655-5656
10. Excellent Fence Rosi Vela	EM	excellentfence@sbcglobal.net	04/11/12	P.O. Box 1093 Mission, TX 78573 Tel: 956-581-5356
11. Ocotillo Lumber Sales INC Gregg Dufort	EM	gdufort@ocotillolumber.com	04/11/12	3121 N. 28th Avenue Phoenix, AZ 85017 Tel: 602-258-6951
12. The Anchor Group, INC Danny Moore	EM	dmoore@anchortexas.com	04/13/12	1470 N. Business IH 35 New Braunfels, TX 78130 Tel: 830-606-5516

***VIA:**
IN PERSON (IP) **TELEPHONE REQUEST (TR)** **FACSIMILE (FAX)**
BIDDER LIST MAIL OUT (BLM) **E-MAIL (EM)**

REQUIREMENTS AGREEMENT
C-12-079-05-08

THIS AGREEMENT (the "Agreement") is entered into effective as of **15th** day **of May, 2012** by and between **Central Fence and Supply, LTD** a Texas Limited Company ("Company") and **Hidalgo County ,** in Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements/specifications of Hidalgo County **"Turnkey Purchase and Installation of Galvanized Fence"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for project to be completed within thirty (30) consecutive calendar days from notice to proceed; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements/specifications; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements/specifications for certain of the products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B" bid page, which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County. This Contract shall be for a period commencing **upon issuance of notice to proceed** and terminating **upon completion and acceptance of project within thirty (30) consecutive calendar days from notice to proceed** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Central Fence and Supply, LTD
Attn: Celia S. Gregory
504 E. Ferguson St.
Pharr, TX 78577

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

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

g. **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.

h. **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.

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

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

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

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

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By:_____
Ramon Garica, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY:
Central Fence and Supply, LTD

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:

Atlas & Hall, LLP

By:_____
Stephen L. Crain

EXHIBIT “A”
SPECIFICATIONS

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

"TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"

RFB № 2012-079-04-18-YZV

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	9
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

April 02. 2012
Date

PURCHASING DEPARTMENT
County Of Hidalgo

April 02, 2012

RE: Hidalgo County-Precinct 4 Request for Bids – **"Turnkey Purchase and Installation of Galvanized Fence"**
RFB Nº 2012-079-04-18-YZV

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

"TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"

RFB NO: 2012-079-04-18-YZV

Acceptance Due Date: **APRIL 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-PRECINCT 4– TURNKEY PRUCHASE AND INSTALLATION OF GALVANIZED FENCE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-079-04-18-YZV- HIDALGO COUNTY– PRECINCT 4 TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, APRIL 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2012-079-04-18-YZV HIDALGO COUNTY PRECINCT 4 – TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder

b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **BID-2012-079-04-18-YZV- HIDALGO COUNTY– PRECINCT 4 – TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Budget Office
2818 South Business Hwy 281
Edinburg, TX 78539
ATTN.: Angela Garcia

17. Schedule of Events

Pre-Bid Conference	**8:30 AM**	**APRIL 10, 2012**
Bid Opening	**9:30 AM**	**APRIL 18, 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order

following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid,

RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing**

with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or

disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY
"TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"

BID No. -2012-079-04-18-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Hidalgo County Precinct 4
"Turnkey Purchase and Installation of Galvanized Fence"
RFB № 2012-079-04-18-YZV
NIGP Commodity Code № 330-13-Fencing Chain Link

SCOPE OF PROJECT:

Hidalgo County Precinct 4 is accepting bids for the "Purchase and Installation of Galvanized Fence" at the following location:

Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

SPECIFICATIONS:

Bidder will provide all necessary materials and installation to meet minimum specifications as set forward:

- 1,514 Linear Feet of 10'9 Gauge Galvanized Chain Link Fence
- 2 7/8 -Line Post
- 10' Centers
- 1 5/8-Top and middle rail
- Bottom tension wire
- PVC screening slats
- Quantity One (1) – 20' V-Track gate
- All pipe to be galvanized sch 40

TERMS AND CONDITIONS:

BID AWARD: Award of bid shall be made to the most responsible, responsive bidder, whose offer is determined to meet all specifications and to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

Job completion for job site should be within three weeks from issuance of notice to proceed.

Bidder must comply with all permits, local, state, and federal regulations, if applicable.

Insurance Certificates (Exhibit C) must be submitted to the Purchasing Department approval prior to any services being performed by the awarded bidder.

The bidder awarded contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with primary specification contained herein which state the minimum number vendor owned vehicles required.

The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, and to hold the bid for a period of ninety (90) days without taking action thereon.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by county with thirty days written notice prior to cancellation.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County's best interest to do so.

ADDITIONAL INFORMATION:

A project pre-bid walk thru has been scheduled for at 8:30 a.m., Tuesday, April 10, 2012 to be held at Hidalgo County Precinct 4 Office located at: 1051 North Doolittle Road, Edinburg, Texas 78542. **Bidders are encouraged to attend this meeting.**

When Applicable and at the sole discretion of the County, County reserves the right, that in case the Contractor/Vendor deems additional work/time is due for proposed work not covered in the contract, the contractor/vendor will refer and comply to Texas

Local Government Code §271.060 including but not limited to any /all Federal, State and Local Statutes.

Further information required for this project can be addressed to the Hidalgo County Purchasing Departments through Yolanda Velasquez, Buyer II. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed in writing to Martha L. Salazar, CPPB/Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIREIES WILL NOT BE ACCEPTED.**

All written inquires will be accepted via email to: yolanda.velasquez@co.hidalgo.tx.us or via facsimile to (956) 292-7612 by no later than 5:00 p.m. , **Wednesday, April 11, 2012** Responses to said inquires will be sent to all applicants via facsimile or email by no later than 5:00 p.m. on **Friday, April 13, 2012**.

EXHIBIT "B"

Hidalgo County - Precinct 4

"Turnkey Purchase and Installation of Galvanized Fence"

Bid № 2012-079-04-18-YZV

BID PAGE

TOTAL COST FOR PURCHASE AND INSTALLATION

(INCLUDES ALL MATERIALS/LABOR) $_____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-12-079-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____ by and between_____, **a TEXAS Company** ("Company") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply its requirements of Hidalgo County Precinct 4**"Turnkey Purchase and Installation of Galvanized Fence"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for project to be completed within thirty (30) consecutive calendar days from notice to proceed; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements/specifications; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements/specifications for certain of the products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B" bid page, which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Precinct 4. This Contract shall be for a period commencing **upon issuance of notice to proceed** and terminating **upon completion and acceptance of project within thirty (30) consecutive calendar days from notice to proceed** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach

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of the same or any other provision hereof.

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

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

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

g. **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.

h. **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.

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

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

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

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

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____

COUNTY OF HIDALGO

By:_____
Ramon Garica, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:

Atlas & Hall, LLP

By:_____
Stephen L. Crain

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EXHIBIT “B”
PAYMENT SCHEDULE

EXHIBIT "B"

Hidalgo County - Precinct 4

"Turnkey Purchase and Installation of Galvanized Fence"

Bid № 2012-079-04-18-YZV

BID PAGE

OPENED
9:44
4-18-12
Witnessed

TOTAL COST FOR PURCHASE AND INSTALLATION

(INCLUDES ALL MATERIALS/LABOR) $ 43,709.00

COMPANY NAME: Central Fence & Supply, Ltd.

ADDRESS: 504 E. Ferguson

CITY/STATE/ZIP: Pharr, TX 78577

PHONE NUMBER: 956-783-7959

FAX NUMBER: 956-787-4311

CONTACT PERSON: Celia S. Gregory

AUTHORIZED SIGNATURE:

TITLE: Manager

DATE: April 17, 2012

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/29/2012

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Mindy Rivera
PHONE (A/C, No, Ext): (956) 565-2481 **FAX (A/C, No):** (956) 565-2733
E-MAIL ADDRESS: mindy@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Republic Lloyds	
INSURER B: Republic Underwriters Ins. Co.	
INSURER C: Texas Mutual Ins. Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Amador Sandoval, DBA: Central Fence & Supply
504 E. Ferguson
Pharr TX 78577

COVERAGES **CERTIFICATE NUMBER:** 12-13 ALL **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CMP 5542074	3/3/2012	3/3/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAP 5542075	3/3/2012	3/3/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB 5511309	3/3/2012	3/3/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001124731	11/30/2011	11/30/2012	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept.
2812 S. Highway Business 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

Richard Garza/MIN

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From: Martha Salazar
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Requirements Agreement C-12-079-05-08
Date: Wednesday, April 25, 2012 2:07:04 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, April 25, 2012 1:23 PM
To: 'Martha Salazar'
Subject: RE: Requirements Agreement C-12-079-05-08

The agreement is fine. 

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 25, 2012 12:49 PM
To: 'Steve Crain'
Cc: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Requirements Agreement C-12-079-05-08
Importance: High

Mr. Crain:
Have made your recommended changes. Please review and comment as to form.
Thanks,
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, April 25, 2012 11:41 AM
To: 'Martha Salazar'
Subject: RE: Requirements Agreement C-12-079-05-08

Ms. Marty

Made change(s) as recommended by legal. Have an Agenda Item for May 08th for award and contract. Please forward to legal for comment as to form.

Thanks
Yoli

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, April 24, 2012 3:25 PM
To: yolanda.velasquez@co.hidalgo.tx.us
Cc: 'Darlene Betancourt'
Subject: FW: Requirements Agreement C-12-079-05-08
Importance: High

Ms. Yoli:
Make the change as recommended by legal counsel.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, April 24, 2012 3:17 PM
To: 'Martha Salazar'
Subject: RE: Requirements Agreement C-12-079-05-08

The contract is fine if you change the name of the party from Hidalgo County Precinct 4 to Hidalgo County.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, April 24, 2012 2:29 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'; 'Darlene Betancourt'
Subject: FW: Requirements Agreement C-12-079-05-08
Importance: High

Mr. Crain:
You may not have received this e-mail as we were having trouble with our system. Please review and comment as to form.
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, April 24, 2012 2:17 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Requirements Agreement C-12-079-05-08
Importance: High

Good afternoon Ms. Marty

I was just wondering if legal has commented on contract to be able to place an agenda item to award "Turnkey Purchase and Installation of Galvanized Fence" for Precinct 4.

Yoli

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 19, 2012 5:25 PM
To: Scrain@Atlashall.Com
Cc: 'Yolanda Velasquez'
Subject: FW: Requirements Agreement C-12-079-05-08
Importance: High

Mr. Crain:
Please review, correct and/or comment as to form.
Thanks,
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, April 19, 2012 5:07 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Requirements Agreement C-12-079-05-08
Importance: High

AI-32047 **Closed Session 25. C.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:15 PM
Auditor's Office	Arcilia Duran	04/24/2012 05:07 PM
Purchasing Department	Marty Salazar	04/25/2012 02:00 PM

Form Started By: Aida Alvarez Started On: 04/24/2012 03:11 PM

Final Approval Date: 04/25/2012

AI-32049 **Closed Session 25. D.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Baldemar Luna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:15 PM
Auditor's Office	Arcilia Duran	04/24/2012 05:07 PM
Purchasing Department	Marty Salazar	04/25/2012 02:00 PM

Form Started By: Aida Alvarez Started On: 04/24/2012 03:32 PM

Final Approval Date: 04/25/2012

AI-32053 **Closed Session 25. E.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Margarita Oyervides

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:14 PM
Auditor's Office	Arcilia Duran	04/24/2012 05:07 PM
Purchasing Department	Marty Salazar	04/25/2012 02:00 PM

Form Started By: Aida Alvarez Started On: 04/24/2012 04:01 PM

Final Approval Date: 04/25/2012

AI-32226 **Closed Session 25. F.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2011-01873; Oscar Leyva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 11:25 AM
Auditor's Office	Arcilia Duran	05/04/2012 02:17 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012

AI-32228 **Closed Session 25. G.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2012-00336; Nancy Salinas v. Hidalgo County Community Service Agency

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 11:25 AM
Auditor's Office	Arcilia Duran	05/04/2012 02:17 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012

AI-32164 **Closed Session 25. H.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC #451-2012-01549; Severo Ochoa, Jr. v. Hidalgo County Fire Marshal

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 08:29 AM
Auditor's Office	Arcilia Duran	05/03/2012 08:42 AM
Purchasing Department	Marty Salazar	05/03/2012 01:33 PM

Form Started By: Monica Badillo Started On: 05/01/2012 04:50 PM

Final Approval Date: 05/03/2012

AI-32161 **Closed Session 25. I.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-11-1839-F; Jose Alfredo Gallegos v. Hidalgo County Precinct #4

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 08:28 AM
Auditor's Office	Arcilia Duran	05/03/2012 08:42 AM
Purchasing Department	Marty Salazar	05/03/2012 01:33 PM

Form Started By: Monica Badillo Started On: 05/01/2012

Final Approval Date: 05/03/2012

AI-32241 **Closed Session 25. J.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0093-12-A; Daniel Marichalar v. County of Hidalgo, et al

BACKGROUND

DISCUSSED ON 1/24/12 FOR WILLETTE & GUERRA TO CONTINUE W/MARICHALAR CASE(S)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 04:41 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012

AI-32243 **Closed Session 25. K.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-11-3847-A; Daniel Marichalar v. County of Hidalgo

BACKGROUND

WILLETTE & GUERRA ENGAGED ON 12/20/11.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 04:41 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012

AI-32048 **Open Session 26. C.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:15 PM
Auditor's Office	Arcilia Duran	04/24/2012 05:07 PM
Purchasing Department	Marty Salazar	04/25/2012 02:00 PM

Form Started By: Aida Alvarez Started On: 04/24/2012 03:16 PM

Final Approval Date: 04/25/2012

AI-32050 **Open Session 26. D.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Baldemar Luna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:15 PM
Auditor's Office	Arcilia Duran	04/24/2012 05:07 PM
Purchasing Department	Marty Salazar	04/25/2012 02:00 PM

Form Started By: Aida Alvarez Started On: 04/24/2012 03:35 PM

Final Approval Date: 04/25/2012

AI-32054 **Open Session 26. E.**

CC REGULAR

Meeting Date: 05/08/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Margarita Oyervides

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:14 PM
Auditor's Office	Arcilia Duran	04/24/2012 05:07 PM
Purchasing Department	Marty Salazar	04/25/2012 02:00 PM

Form Started By: Aida Alvarez Started On: 04/24/2012 04:03 PM

Final Approval Date: 04/25/2012

AI-32227 **Open Session 26. F.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2011-01873; Oscar Leyva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 11:25 AM
Auditor's Office	Arcilia Duran	05/04/2012 02:17 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012

AI-32229 **Open Session 26. G.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2012-00336; Nancy Salinas v. Hidalgo County Community Service Agency

BACKGROUND

Atty. - Josie Ramirez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 11:25 AM
Auditor's Office	Arcilia Duran	05/04/2012 02:17 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012

AI-32166 **Open Session 26. H.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC #451-2012-01549; Severo Ochoa, Jr. v. Hidalgo County Fire Marshal

BACKGROUND

Form Review

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Budget & Management	Merlen P. Munoz	05/02/2012 08:29 AM
Auditor's Office	Arcilia Duran	05/03/2012 08:42 AM
Purchasing Department	Marty Salazar	05/03/2012 01:33 PM

Form Started By: Monica Badillo Started On: 05/01/2012 04:51 PM

Final Approval Date: 05/03/2012

AI-32162 **Open Session 26. I.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-11-1839-F; Jose Alfredo Gallegos v. Hidalgo County Precinct #4

BACKGROUND

Form Review

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Purchasing Department	Marty Salazar	05/03/2012 01:33 PM

Form Started By: Monica Badillo Started On: 05/01/2012

Final Approval Date: 05/03/2012

AI-32242 **Open Session 26. J.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0093-12-A; Daniel Marichalar v. County of Hidalgo, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 04:41 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012

AI-32244 **Open Session 26. K.**

CC REGULAR

Meeting Date: 05/08/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-11-3847-A; Daniel Marichalar v. County of Hidalgo

BACKGROUND

WILLETTE & GUERRA ENGAGED ON 12/20/11.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/04/2012 04:41 PM
Purchasing Department	Monica Badillo	05/04/2012 05:00 PM

Form Started By: Monica Badillo Started On: 05/04/2012

Final Approval Date: 05/04/2012